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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2016

Agenda Item No. 8(A)(6)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Award Recommendation for Professional Services Agreement with Aerial Cartographics of America, Inc., for Photogrammetric Mapping, Light Detection and Ranging Services

Resolution No. R-361-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Professional Services Agreement (PSA) with Aerial Cartographics of America, Inc., in the amount of $7,057,600.00, and authorize the County Mayor or the County Mayor's designee to execute said agreement for and on behalf of the County.

Delegation of Authority

In accordance with Miami-Dade County Code Section 2-8-3, related to identifying delegation of Board authority contained within the Agreement, the County Mayor or the County Mayor's designee has the authority to exercise the renewal options and to terminate the Agreement.

PROJECT NAME:	Photogrammetric Mapping, Light Detection and Ranging (LiDAR) Services
ISD A/E PROJECT NO.:	E15-MDAD-01
CONTRACT NO.:	E15-MDAD-01
PROJECT DESCRIPTION:	The PSA for these services will be utilized by the Miami-Dade Aviation Department (MDAD) and the Information Technology Department (ITD). The scope of work provides for professional services to be performed for photogrammetric mapping, topographic, planimetric, and LiDAR mapping for Miami International Airport (MIA), and the four (4) County-owned auxiliary airports, which include Miami Executive Airport (TMB), Miami-Opa locka Executive Airport (OPF), Miami Homestead General Aviation Airport (X51) and Dade-Collier Training and Transition Airport (TNT), as well as the coverage area of the County's enterprise Geographic Information System (GIS) supported by ITD. All data must comply with Federal Aviation Administration (FAA) guidelines and be compatible with MDAD's GIS

	database. All data provided to ITD must be compatible with the County's enterprise GIS database.
PROJECT LOCATION:	MDAD locations: MIA, TMB, OPF, X51 and TNT ITD locations: The main GIS coverage area consists of approximately 564 square miles inside the Urban Development Boundary (UDB) and 1,048 square miles outside the UDB; however, it is possible that services will be requested for other areas within the boundaries of Miami-Dade County, such as Everglades National Park.
COMMISION DISTRICT:	Various
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENTS:	MDAD and ITD
MANAGING DEPARTMENT:	MDAD and ITD
Fiscal Impact/Funding Source **FUNDING SOURCE:**	MDAD Operating Budget (67 percent); ITD Internal Service Funds (33 percent)
OPERATIONS COST IMPACT:	Not applicable
MAINTENANCE COST IMPACT/FUNDING:	Not applicable
PTP FUNDING:	No
GOB FUNDING:	No
PROPOSALS RECEIVED:	Five (5)
SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8)	No sustainable opportunities
CONTRACT PERIOD:	Four (4) years
OPTION(S) TO EXTEND:	Three (3) separate one (1) year options
CONTINGENCY PERIOD:	None

INSPECTOR GENERAL (IG) FEE INCLUDED IN BASE CONTRACT:	No
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$6,400,000.00 (Overall) MDAD $4,300,000.00 ITD $2,100,000.00
CONTINGENCY ALLOWANCE (Section 2-8.1 Miami-Dade County Code):	PSA 10% / $640,000.00 (Overall) MDAD $430,000.00 ITD $210,000.00
IG FEE:	$17,600.00 (Overall) MDAD $11,825.00 ITD $5,775.00
DEDICATED ALLOWANCE:	None
TOTAL AMOUNT:	$7,057,600.00 (Overall) MDAD $4,741,825.00 ITD $2,315,775.00
SEA LEVEL RISE:	Not applicable
Track Record/Monitoring DUE DILIGENCE:	Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.
SMALL BUSINESS DEVELOPMENT (SBD) HISTORY OF VIOLATIONS:	None on record
MINIMUM QUALIFICATIONS:	None
FIRM:	Aerial Cartographics of America, Inc.
COMPANY PRINCIPAL(S):	David Ledgerwood, President

	Steven Kuda, Secretary/Treasurer
LOCATION OF COMPANY:	423 S. Keller Road Suite 300 Orlando, Florida 32810
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	See attached firm history report from the County's SBD Division.
RESPONSIBLE WAGES:	No
ASSIGNED CONTRACT MEASURES:	None
MANDATORY CLEARINGHOUSE:	Not applicable
CONTRACT MANAGER:	Karen Delapenha, KDELAPENHA@miami-airport.com
PROJECT MANAGER:	Karen Delapenha, KDELAPENHA@miami-airport.com
Background	The required photogrammetric, topographic, planimetric, LiDAR imaging services for MDAD and ITD are essential to the County's system of airports, as well as the coverage area of the County's enterprise GIS.
SELECTION PROCESS:	On June 12, 2015, a Notice to Professional Consultants (NTPC) was issued under full and open competition. On August 10, 2015, the Clerk of the Board received five (5) proposals. One (1) of the firms, Tuck Mapping Solutions, Inc., was neither pre-qualified nor technically certified in assigned categories 15.01, Surveying and Mapping – Land Surveying, and 15.02, Surveying and Mapping – Aerial Photogrammetry, as required by the NTPC. 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 on November 10, 2015, to review the remaining four (4) submittals. The Committee determined that the information provided in the proposals was sufficient to determine the qualifications of the teams, and the Committee waived the second-tier phase and ranked the top three (3) firms. The top-ranked firm, The Sanborn Map Company, Inc. (a non-local firm), had a score

of 269 and the second-ranked firm, Aerial Cartographics of America, Inc. (local firm), had a score of 264. As a result of the application of the Local Preference Ordinance, Aerial Cartographics of America, Inc., surpassed The Sanborn Map Company, Inc., as follows:

1. Aerial Cartographics of America, Inc.
   264 Adjusted Qualitative Points
2. The Sanborn Map Company, Inc.
   269 Adjusted Qualitative Points
3. Triangle Mapping and Surveying, Inc.
   255 Adjusted Qualitative Points
4. Kucera International, Inc.
   249 Adjusted Qualitative Points

Aerial Cartographics of America, Inc. was found by the Selection Committee to have met the qualification requirements. With the approval to move forward with the negotiation process, negotiations were conducted on January 29, 2016 and on February 17, 2016. The Negotiation Committee successfully negotiated an agreement with Aerial Cartographics of America, Inc.

Jack, Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(6)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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
Veto _____
Override _____

Agenda Item No. 8(A)(6)
5-17-16

RESOLUTION NO. R-361-16

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AERIAL CARTOGRAPHICS OF AMERICA INC., FOR PHOTOGRAMMETRIC MAPPING AND LIGHT DETECTION AND RANGING SERVICES, PROJECT NO. E15-MDAD-01; IN AN AMOUNT NOT TO EXCEED $7,057,600.00 AND FOR A TERM OF FOUR YEARS WITH THREE ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING THE RENEWAL AND TERMINATION 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 Services - Project No: E15-MDAD-01, in substantially the form attached hereto, in an amount not to exceed $7,057,600.00, for a term of four (4) years with three one-year options to renew; all as more particularly set forth in the accompanying memorandum from the County Mayor; and authorizes the County Mayor or the County Mayor's designee to execute the same for and on behalf of the County, and to exercise the provisions thereof, including the renewal and termination provisions therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC, AND LiDAR SERVICES

PROJECT NO. E15-MDAD-01

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made as of the ___day of _____in the year 2016, 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.**
423 S. Keller Road Suite 300
Orlando, Florida 32810

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 mapping for the Miami-Dade Aviation Department ("MDAD") of Miami International Airport ("MIA") and the four (4) County owned auxiliary airports which include Miami Executive Airport ("TMB"), Miami-Opa Locka Executive Airport ("OPF"), Miami Homestead General Aviation Airport ("X51") and Dade-Collier Training and Transition Airport ("TNT"), as well as, the coverage area of the County's enterprise Geographic Information System ("GIS") supported by ITD. All data provided to MDAD must be compliant with the current Federal Aviation Administration guidelines and be compatible with MDAD's GIS database. All data provided to ITD must be compatible with the County's enterprise GIS database.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT
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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 Information Technology Department ("ITD"), which are departments of Miami- Dade County and represented by and acting through its Director or his/her designee(s).

1.8. DIRECTOR: The ITD, 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 is 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 with three (3) separate one (1) year options to renew, 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, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 ITD 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. Box521550, 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 of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. In the event that the Ethics Commission issues an advisory opinion to the Consultant firm, sub-consultants, or team members, the Consultant firm must

provide the Ethics Commission with a written report regarding its compliance with any restriction in the advisory opinion 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 comply with Sub-article 3.25 Certification of Wage Rates, 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 four (4) County owned auxiliary airports which include Miami Executive Airport ("TMB"), Miami-Opa Locka Executive Airport ("OPF"), Miami Homestead General Aviation Airport ("X51") and Dade-Collier Training and Transition Airport ("TNT"), as well as, the coverage area of the County's enterprise Geographic Information System ("GIS") supported by the Information Technology Department ("ITD"). The GIS coverage area consists of approximately 543 square miles inside the UDB and 1048 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 ITD 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

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.

4.2.2 Light Detection And Ranging ("LIDAR"), as required.

4.2.3 Surveying Ground Control

Provide necessary ground control established by a State of Florida registered Land Surveyor. Set ground control for survey activities 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 NAVD 88 datum. All vertical control will be established using differential leveling for task work orders that require accuracy better than 0.25 ft. Tasks that do not require this level of accuracy should utilize Global Positioning System ("GPS") equivalent third-order or better.

4.2.4 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. Field review of the data will be performed. Topographic mapping may include Airport Layout Plan (ALP) Mapping and Runway length verification.

4.2.5 Planimetric Mapping

Provide controlled aerial, digital planimetric mapping at scales of 1"= 25' and above' as required. Field review of the data will be performed. Topographic mapping may include Airport Layout Plan (ALP) Mapping and Runway length verification.

4.2.6 Airspace Mapping and Obstruction Surveys

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.

4.2.7 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.

4.2.8 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.

4.2.9 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.

4.2.10 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.

4.2.11 Global Positioning System

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

4.2.12 Analytic Aerial Triangulation Services

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

4.2.13 Digital Orthophotography for GIS

Provide digital orthophotography (color or infrared as specified), at specified resolution (0.25 feet – and/or 1 foot pixel resolution) and horizontal accuracy (+/- 1 foot – and/or +/- 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.

4.2.14 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-feet).

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

4.2.16 Aerial and Mobile LiDAR Specifications: Data to meet the following baseline specifications:

Aerial LiDAR

- 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

Mobile LiDAR

- Horizontal Accuracy

  Terrestrial 0.06' foot and 0.2' accuracy off pavement.

- Vertical Accuracy

  Terrestrial 0.06' foot and 0.2' accuracy off pavement.

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 Standards of Practice of the Florida State Board of Professional Surveyors and Mappers.

4.3.3.1 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.

4.3.3.2 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 checkpoints per FDGC standards. No feature will be displaced by more than double the number of feet of the requested accuracy (+/- 2, 4, or 10 feet).

4.3.3.3 For planimetric mapping, ninety percent (90%) 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 feet).

4.3.4 CADD layering standards will be provided by the Department.

4.3.5 Photographic Standards

4.3.5.1 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.

4.3.5.2 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.

4.3.5.3 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 reflown at the earliest opportunity.

4.3.5.4 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.

4.3.6 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

4.4.3 All digital mapping for MDAD will be delivered in AutoCAD 2015 format or latest AutoCAD version being utilized by the Department, on DVD or External Hard Drive, 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.

4.4.4 Upon request 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 cameral use), analytic aerial triangulation, digital elevation model development, digital orthophotograph development, planimetric updates.Flight line maps and camera calibration report will be delivered for aerial photography services.

4.4.5 GPS ground control report with the seal of a Florida Professional Surveyor and Mapper in accordance with Florida Standards of Practice will be delivered for ground control services

4.4.6 Analytic triangulation report will be delivered for Fully Analytical Aerotriangulation ("FAAT") services.

4.4.7 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 NAVD 88. Vendor will work with MDAD and ITD to select format in conformance with the GIS software and version that Miami-Dade County uses, which includes, but is not limited to, ArcGIS, ArcGIS Server , ArcSDE , or AutoCAD. Furthermore, the software deliverables will have to interface and be compatible with new releases as well.

4.4.8 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, ArcGIS Server , ArcSDE, or AutoCAD. Furthermore, the software deliverables will have to interface and be compatible with new releases as well.

4.4.9 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.

4.4.10 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.

4.4.11 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 ITD and MDAD uses, which includes, but is not limited to, ArcGIS, ArcGIS Server, ArcSDE, or AutoCAD. Furthermore, the software deliverables will have to interface and be compatible with new releases as well.

4.4.12 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).

4.4.13 Final report sealed by a Florida Professional Surveyor and Mapper in accordance with the Florida Standards of Practice 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 Departments 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 Departments upon reasonable request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the reasonable inspection of the Departments.

4.5.4 Submit for Departments' 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 Departments' approval the final products upon incorporation of any modifications by the Departments'.

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. All allocations of money are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. 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 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 SUBCONTRACTORS PAYMENT REPORT: In accordance with Section 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the Consultant/Contractor shall identify all subconsultants/subcontractors used in the work, the amount of each subcontract, and the amount paid to each subconsultant/subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached **Appendix 4.**

5.5 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.

5.6 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:

5.6.1 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.

5.6.2 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.

5.6.3 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.

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

5.7 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.

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

5.7.2.1 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.

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

5.7.3 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.

5.8 MAXIMUM PAYABLE FOR SERVICES: The aggregate sum of all payments to the Consultant for Services shall not exceed **$6,400,000.00**. Of this amount, the dollar allocation for **MDAD**, including the Reimbursable Expenses **is $4,300,000.00** and the dollar allocation for **ITD is $2,100,000.00** for the four (4) year term and the separate three (3) one (1) year extensions 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.

5.9 CONTINGENCY ALLOWANCE ACCOUNTS: Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate, not exceeding **SIX HUNDRED THIRTY THOUSAND DOLLARS ($640,000.00)**, may be used by the Owner for unforeseen conditions. Of this amount, the dollar allocation for **MDAD is $430,000.00** and **ITD is $210,000.00** Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

5.10 MAXIMUM MDAD PAYABLE FOR REIMBURSABLE EXPENSES: The MDAD aggregate sum of all payments to the Consultant for Reimbursable Expenses shall not exceed **One Hundred Thousand Dollars ($100,000.00)**. Any portion of these sums for which the Project Manager does not authorize payment in writing shall remain the property of MDAD.

5.11 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 overall amount including MDAD and ITD for the Inspector General dedicated **Allowance Account is hereby set at Seventeen Thousand Six Hundred Dollars ($17,600.00). The IG account for MDAD is hereby set at Eleven Thousand Eight Hundred Twenty-Five Dollars ($11,825.00). The IG fee for ITD is hereby set at Five Thousand Seven Hundred Seventy Five Dollars ($5,775.00).**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.

5.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The total authorized amount for this Agreement, including Reimbursable Expenses, Contingency Allowance Account, and dedicated IG Dedicated Allowance Account is **Seven Million Fifty-Seven Thousand Six Hundred Dollars ($7,057,600.00)**. Of this total authorized amount for this Agreement, the total authorized for **MDAD is $4,741,825.00** and the total authorized for **ITD is $2,315,775.00.**

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 race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, 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 race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, status as victim of domestic violence, dating violence, or stalking. Such actions include, but are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and 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, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the Consultant; (2) that the Consultant shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) 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 as amended from time to time; and (4) the Consultant shall obligate their sub-consultants to the same non-discrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

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 A/E agrees as follows: The A/E shall, in all solicitations or advertisements for employees placed by or on behalf of the A/E, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The A/E 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 A/E 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 A/E's noncompliance with the non-discrimination 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 section hereof and the A/E 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: _____ By: _____

Signature and Seal — Consultant - Signature

Steven Kuda Secretary/Treasurer — David Ledgerwood President

Type Name — Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ _____
Type Name

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSERS

Legal Sufficiency: _____ Date: _____
Assistant County Attorney

ATTEST:

_____, CLERK

BY: _____ By: _____
Deputy Clerk — Mayor

(Miami-Dade County Seal)

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

Name	Title
David Ledgerwood	President
Steven Kuda	Secretary/Treasurer

APPENDIX 2

CRITICAL PERSONNEL
(Per Article 3.20)

STAFF PERSON	TITLE	COMPANY
Iarelis Hall, PSM	VP, Project Manager	ACA
Steven Kuda	Sr. VP, Contracts Manager	ACA
Mitchell Jarrells, PSM	VP, Mapping Production and Operations Manager	ACA
Rick Hudson PE, PSM	QA/QC and GIS Director	ACA
Patrick Senne, PSM	QA/QC and GIS Director	ACA
Mathew LaLuzerne, PSM	VP, Survey Sevices Manager	ACA
Radha Kandukuri, CP, CMS	Ortho Department Director	ACA
Natalie Harris	Ortho Department Manager	ACA
Jeffrey Hagan	Flight Operations Manager	ACA
Tyler Stentz	LiDAR Services Manager	ACA
Sonja Ellefson, CP	LiDAR Services Manager	ACA

APPENDIX 3

FEE SCHEDULE

(Attached)

APPENDIX 3

E15-MDAD-01 Photogrammetric Mapping and LiDAR Services

MIAMI-DADE COUNTY, FLORIDA

Date: 2/18/2016

	Aerial Photography Services Items	Unit	Price Per Unit
Item A: Acquisition fees. Note: Includes aircraft, labor and sensor.			
1	Fixed Wing, Take Off to Landing (Film)	Hour	$850.00
2	Fixed Wing, Take Off to Landing (Digital)	Hour	$1,450.00
3	Helicopter aircraft, Take Off to Landing (Film)	Hour	$1,700.00
4	Helicopter aircraft, Take Off to Landing (Digital)	Hour	$1,850.00
5	Unmanned Aerial Vehicle: Imagery only , mobilization included	Day	$7,450.00
Item B: Schedule of Units fees for Film Material (per exposure)			
6	0 to 50 Exposures B&W	Each	$13.50
7	51-70 Exposures B&W	Each	$13.00
8	71-100 Exposures B&W	Each	$12.00
9	101-125 Exposures B&W	Each	$11.50
10	126-150 Exposures B&W	Each	$10.50
11	151-200 Exposures B&W	Each	$10.00
12	201- Full Roll B&W	Each	$10.00
13	0 to 50 Exposures Color	Each	$24.00
14	51-70 Exposures Color	Each	$22.50
15	71-100 Exposures Color	Each	$21.00
16	101-125 Exposures Color	Each	$19.00
17	126-150 Exposures Color	Each	$17.50
18	151-200 Exposures Color	Each	$16.00
Item C: Schedule of Unit fees for Aerial Imagery			
	Unmounted enlargements		
19	Paper Color Photo Enlargement (20" x 24")	Each	$364.00
20	Paper Color Photo Enlargement (24" x 24")	Each	$479.00
21	Paper Color Photo Enlargement (36" x 36")	Each	$691.00
22	Paper Color Photo Enlargement (36" x 48")	Each	$849.00
23	Paper Color Photo Enlargement (36" x 60")	Each	$885.00
24	Paper Color Photo Enlargement (36" x 96")	Each	$1,734.00
	Mounted enlargements		
25	Paper Color Photo Enlargement (20" x 24")	Each	$497.00
26	Paper Color Photo Enlargement (24" x 24")	Each	$667.00
27	Paper Color Photo Enlargement (36" x 36")	Each	$958.00
28	Paper Color Photo Enlargement (36" x 48")	Each	$1,212.00
29	Paper Color Photo Enlargement (36" x 60")	Each	$1,237.00
30	Paper Color Photo Enlargement (36" x 96")	Each	$2,473.00

Item D: Schedule of Unit fees for Airport Photogrammetric Mapping Services:			
For a full 3D Survey Deliverable, combine 2D and 3D per Acre pricing below. Note: These fees do not include ground control, acquisition, image processing, aerial triangulation, field surveys and/or reports.			
	Dense Urban / Airport Topo features		
31	2D Digitized Planimetric Features (1" = 100 ft scale)	Acre	$82.00
32	2D Digitized Planimteric Features (1" = 40 ft scale)	Acre	$99.50
33	3D Surface Mapping (+/- 0.5ft vertical accuracy)	Acre	$150.00
34	3D Surface Mapping (+/- 0.25ft vertical accuracy)	Acre	$200.00
	Moderate Urban / Suburban Topo features		
35	2D Digitized Planimetric Features (1" = 100 ft scale)	Acre	$66.50
36	2D Digitized Planimteric Features (1" = 40 ft scale)	Acre	$80.00
37	3D Surface Mapping (+/- 0.5ft vertical accuracy)	Acre	$125.00
38	3D Surface Mapping (+/- 0.25ft vertical accuracy)	Acre	$175.00
	Rural topo features		
39	2D Digitized Planimetric Features (1" = 100 ft scale)	Acre	$45.50
40	2D Digitized Planimteric Features (1" = 40 ft scale)	Acre	$54.50
41	3D Surface Mapping (+/- 0.5ft vertical accuracy)	Acre	$100.00
42	3D Surface Mapping (+/- 0.25ft vertical accuracy)	Acre	$150.00
Item E: Aerial Photography Scanning			
43	Rectified and Referenced Aerial Image (GeoTIFF) File	Each	$412.00
44	Single Raster (TIFF) file (Unrectified)	Each	$244.00
45	Mosaic Digital Image into one continuous TIFF File	Each	$60.50
46	Raster Image Plot File	Each	$99.50
Item F: Miscellaneous Items			
47	HD Georeferenced video (Acquisition and Deliverable)	Day	$2,798.00
48	Aerial Triangulation (Exposure)	Each	$103.00
49	Intermediate Delivery of Planimetric Mapping	Each	$158.00
50	CAD Editing Services to add field gathered data	Hour	$94.50
51	CD/DVD/USB Flash drive	Each	$25.00
52	Portable Hard Drive	Each	$100.00
Item G: Digital Orthos (Airports / Small Projects) - Note: Acquisition not included. See Item A.			
Item G1: Film camera, using existing DTM.			
	Black & White film		
53	0.25 ft pixel +/- 1 ft positional accuracy	Sq Mile	$952.00
54	0.25 ft resampled to 1 ft Pixel Imagery	Sq Mile	$4.50
55	0.5 ft pixel +/- 1 ft positional accuracy	Sq Mile	$588.00
56	1 ft pixel +/- 2 ft positional accuracy	Sq Mile	$224.00
57	1 ft pixel +/- 5 ft positional accuracy	Sq Mile	$28.00
	Color film		
58	0.25 ft pixel +/- 1 ft positional accuracy	Sq Mile	$1,344.00

59	0.25 ft resampled to 1 ft Pixel Imagery	Sq Mile	$4.50
60	0.5 ft pixel +/- 1 ft positional accuracy	Sq Mile	$812.00
61	1 ft pixel +/- 2 ft positional accuracy	Sq Mile	$280.00
62	1 ft pixel +/- 5 ft positional accuracy	Sq Mile	$28.00
Item G2: Digital camera, using existing DTM.			
	Color		
63	0.25 ft pixel +/- 1 ft positional accuracy	Sq Mile	$933.50
64	0.25 ft pixel resampled to 1 ft pixel imagery	Sq Mile	$7.50
65	0.5 ft pixel +/- 1 ft positional accuracy	Sq Mile	$564.00
66	1 ft pixel +/- 2 ft positional accuracy	Sq Mile	$196.00
67	1 ft pixel +/- 5 ft positional accuracy	Sq Mile	$54.00
	Color Infrared		
68	0.25 ft pixel resampled to 1 ft pixel imagery	Sq Mile	$7.50
69	1 ft pixel +/- 2 ft positional accuracy	Sq Mile	$196.00
70	1 ft pixel +/- 5 ft positional accuracy	Sq Mile	$56.00
	Color Infrared ordered and processed at the same time as the color		
71	0.25 ft pixel resampled to 1 ft pixel imagery	Sq Mile	$7.50
72	1 ft pixel +/- 2 ft positional accuracy	Sq Mile	$190.00
73	1 ft pixel +/- 5 ft positional accuracy	Sq Mile	$29.00
Item H: Proposed method to price Ortho Projects for 1100 thru 1700 sq. mile projects (Digital camera only).			
Pricing combines Items A2, E43, E45, F48, F50, G2, J85 and S201-206, S208-213, S218-220, and then applies a volume discount. Pricing includes ground survey, project management,QAQC and survey map report to achieve FDOR and NSSDA accuracies and scope.			DOR: 30 ground survey check pts (Req'd each 500 sq m.). *Meets DOT, FEMA, USGS and SFWMD Specs. NSSDA: 20 ground survey check points (Required per project)
Note: For total areas ordered smaller than 1100 miles, film or digital, individual lines for Items A, E, F, G and S will be used to calculate the lump sum price.			
	0.25 ft Pixel		
74	0.25 ft pixel +/- 1 ft positional accuracy Color	Sq Mile	$385.00
75	0.25 ft pixel +/- 1 ft positional accuracy Color and Color IR	Sq Mile	$410.00
	0.5 ft Pixel		
76	0.5 ft pixel +/- 1 ft positional accuracy Color	Sq Mile	$135.00
77	0.5 ft pixel +/- 1 ft positional accuracy Color and Color IR	Sq Mile	$150.00
	1 ft Pixel		
78	1 ft pixel +/- 2 ft positional accuracy Color	Sq Mile	$69.75
79	1 ft pixel +/- 2 ft positional accuracy Color and Color IR	Sq Mile	$125.00

Item I: Planimetric services. ITD work only. Items I1-I3 may be used for extraction of planimetric features from imagery provided by ITD, as long as it meets the requirements to achieve the required accuracy. If the imagery is provided by others, ACA will not be responsible for errors or omissions in others' work. The planimetric features will be extracted as-is when using others' orthos. Also, using others' imagery will incur an initial pilot project of six square miles for a $3,000 fee. If during the pilot project it is determined that the imagery is unsatisfactory the pilot fee will be reduced by 50%. The pricing for Items I1 to I3 requires a minimum service order of $25,000.00

Item I1: Review Existing Planimetric and update (Delete features that are not visible and add new features and changes per the schedule below. Existing planimetrics drawn in error from the provided planimetrics will not be fixed.) These prices will apply to the first cycle of planimetric services. After that, every additional cycle will be reduced by 3%.

	Planimetrics at +/- 1 ft positional accuracy		
80	Edge of Pavement Lines	Sq Mile	$2,792.00
81	Pavement Centerlines	Sq Mile	$2,212.00
82	Large Building Footprints, Polygons	Sq Mile	$2,756.00
83	Small Building Footprints, Centroids	Sq Mile	$2,268.00
84	Small Building Footprints, Polygons	Sq Mile	$4,056.00
85	Water Bodies, Polygons/Lines	Sq Mile	$490.00
86	Railways, Centerlines	Sq Mile	$196.00
87	Combined Pricing for doing lines 80-86 at once.	Sq Mile	$12,514.00
	Planimetrics at +/- 2 ft positional accuracy		
88	Edge of Pavement Lines	Sq Mile	$1,582.00
89	Pavement Centerlines	Sq Mile	$1,053.00
90	Large Building Footprints, Polygons	Sq Mile	$1,598.00
91	Small Building Footprints, Centroids	Sq Mile	$1,038.00
92	Small Building Footprints, Polygons	Sq Mile	$2,352.00
93	Water Bodies, Polygons/Lines	Sq Mile	$125.00
94	Railways, Centerlines	Sq Mile	$98.00
95	Combined Pricing for doing lines 88-94 at once.	Sq Mile	$6,698.00
	Planimetrics at +/- 5 ft positional accuracy (Using 0.25 ft imagery)		
96	Edge of Pavement Lines	Sq Mile	$85.00
97	Pavement Centerlines	Sq Mile	$70.00
98	Large Building Footprints, Polygons	Sq Mile	$75.00
99	Small Building Footprints, Centroids	Sq Mile	$75.00
100	Small Building Footprints, Polygons	Sq Mile	$110.00
101	Water Bodies, Polygons/Lines	Sq Mile	$60.00
102	Railways, Centerlines	Sq Mile	$25.00
103	Combined Pricing for doing lines 96-102 at once.	Sq Mile	$400.00

Item I2: Includes Item I1 plus corrections to existing features from previous updates that are not valid. These prices will apply to the first cycle of planimetric services. After that, every additional cycle will be reduced by 3%.

	Planimetrics at +/- 1 ft positional accuracy		
104	Edge of Pavement Lines	Sq Mile	$4,802.00

105	Pavement Centerlines	Sq Mile	$3,189.00
106	Large Building Footprints, Polygons	Sq Mile	$5,231.00
107	Small Building Footprints, Centroids	Sq Mile	$3,135.00
108	Small Building Footprints, Polygons	Sq Mile	$7,699.00
109	Water Bodies, Polygons/Lines	Sq Mile	$450.00
110	Railways, Centerlines	Sq Mile	$298.00
111	Combined Pricing for doing lines 104-110 at once.	Sq Mile	$20,775.00
	Planimetrics at +/- 2 ft positional accuracy		
112	Edge of Pavement Lines	Sq Mile	$2,251.00
113	Pavement Centerlines	Sq Mile	$1,676.00
114	Large Building Footprints, Polygons	Sq Mile	$2,615.00
115	Small Building Footprints, Centroids	Sq Mile	$1,723.00
116	Small Building Footprints, Polygons	Sq Mile	$3,850.00
117	Water Bodies, Polygons/Lines	Sq Mile	$250.00
118	Railways, Centerlines	Sq Mile	$150.00
119	Combined Pricing for doing lines 112-118 at once.	Sq Mile	$10,475.00
	Planimetrics at +/- 5 ft positional accuracy (Using 0.25 ft imagery)		
120	Edge of Pavement Lines	Sq Mile	$170.00
121	Pavement Centerlines	Sq Mile	$59.00
122	Large Building Footprints, Polygons	Sq Mile	$78.00
123	Small Building Footprints, Centroids	Sq Mile	$76.00
124	Small Building Footprints, Polygons	Sq Mile	$115.00
125	Water Bodies, Polygons/Lines	Sq Mile	$75.00
126	Railways, Centerlines	Sq Mile	$38.00
127	Combined Pricing for doing lines 120-126 at once.	Sq Mile	$500.00
Item 13: Create Planimetrics per schedule below			
	Planimetrics at +/- 1 ft positional accuracy		
128	Edge of Pavement Lines	Sq Mile	$5,521.00
129	Pavement Centerlines	Sq Mile	$3,668.00
130	Large Building Footprints, Polygons	Sq Mile	$6,016.00
131	Small Building Footprints, Centroids	Sq Mile	$3,606.00
132	Small Building Footprints, Polygons	Sq Mile	$8,855.00
133	Water Bodies, Polygons/Lines	Sq Mile	$518.00
134	Railways, Centerlines	Sq Mile	$343.00
135	Combined Pricing for doing lines 128-134 at once.	Sq Mile	$23,895.00
	Planimetrics at +/- 2 ft positional accuracy		
136	Edge of Pavement Lines	Sq Mile	$2,589.00
137	Pavement Centerlines	Sq Mile	$1,928.00
138	Large Building Footprints, Polygons	Sq Mile	$3,008.00

139	Small Building Footprints, Centroids	Sq Mile	$1,982.00
140	Small Building Footprints, Polygons	Sq Mile	$4,427.00
141	Water Bodies, Polygons/Lines	Sq Mile	$288.00
142	Railways, Centerlines	Sq Mile	$173.00
143	Combined Pricing for doing lines 136-142 at once.	Sq Mile	$12,047.00
	Planimetrics at +/- 5 ft positional accuracy (Using 0.25 ft Imagery)		
144	Edge of Pavement Lines	Sq Mile	$195.00
145	Pavement Centerlines	Sq Mile	$68.00
146	Large Building Footprints, Polygons	Sq Mile	$90.00
147	Small Building Footprints, Centroids	Sq Mile	$88.00
148	Small Building Footprints, Polygons	Sq Mile	$134.00
149	Water Bodies, Polygons/Lines	Sq Mile	$87.00
150	Railways, Centerlines	Sq Mile	$44.00
151	Combined pricing for doing lines 144-150 at once.	Sq Mile	$600.00
Item J: Specialized files			
152	Mr Sids Compression (Plus $0.01 per MB for Mr Sids Royalty Fee)	Each	$89.56
	Aerial LiDAR Services Items	**Unit**	**Price Per Unit**
Item K: Schedule of Unit Fees for Aerial LiDAR Mission Planning			
153	Aerial LIDAR Mission Planning	Sq Mile	$685.00
Item L: Schedule of Unit Fees for Aerial LIDAR Acquisition			
154	Full Day	Each	$21,850.00
155	Partial Day	Each	$13,650.00
Item M: Schedule of Unit Fees for Aerial LIDAR Mission Data processing			
156	Aerial LiDAR Data Processing-Transformation/Adjust	Sq Mile	$949.50
157	Aerial LIDAR Survey Report	Each	$1,258.00
158	Aerial LIDAR Mission Digital Imagery Processing	Sq Mile	$420.00
159	Aerial LIDAR Point Cloud Classification	Sq Mile	$2,894.00
Item N: Schedule of Unit Fees for Aerial LIDAR Topographic (3D) and Planimetric (2D) Mapping			
160	Aerial LIDAR Topographic (3D) & Planimetric (2D) Mapping	Sq Mile	$18,124.00
	Mobile LiDAR Services Items	**Unit**	**Price Per Unit**
Item O: Schedule of Unit Fees for Mobile LIDAR Mission Planning			
161	Mobile LIDAR Mission Planning	Scan Mile	$342.00
Item P: Schedule of Unit Fees for Mobile LIDAR Acquisition			
162	Full Day	Each	$16,000.00
163	Partial Day	Each	$10,000.00
Item Q: Schedule of Unit Fees for Mobile LIDAR Mission Data processing			
164	Mobile LIDAR Data Processing-Transformation/Adjust	Scan Mile	$482.00
165	Mobile LIDAR Survey Report	Scan Mile	$1,258.00
166	Mobile LIDAR Mission Digital Imagery Processing	Scan Mile	$212.00

167	Mobile LIDAR Point Cloud Classification - Rural	Corridor Mile	$844.00
168	Mobile LIDAR Point Cloud Classification - Urban	Corridor Mile	$1,447.00
169	Mobile LiDAR Specific Surface Reporting	Each	$1,812.00
Item R: Schedule of Unit Fees for Mobile LIDAR Topographic (3D) and Planimetric (2D) Mapping			
	Data Extraction		
	Dense Urban Roadway		
170	2-Lane (Per direction of travel)	Corridor Mile	$2,718.00
171	3-Lane (Per direction of travel)	Corridor Mile	$3,624.00
172	4-Lane (Per direction of travel)	Corridor Mile	$5,437.00
173	5-Lane (Per direction of travel)	Corridor Mile	$7,249.00
174	6-Lane (Per direction of travel)	Corridor Mile	$9,062.00
	Moderate / Suburban Roadway		
175	2-Lane (Per direction of travel)	Corridor Mile	$2,174.00
176	3-Lane (Per direction of travel)	Corridor Mile	$2,900.00
177	4-Lane (Per direction of travel)	Corridor Mile	$4,349.00
178	5-Lane (Per direction of travel)	Corridor Mile	$5,799.00
179	6-Lane (Per direction of travel)	Corridor Mile	$7,249.00
180	1-Lane Ramp	Corridor Mile	$1,528.00
181	2-Lane Ramp	Corridor Mile	$2,038.00
182	3-Lane Ramp	Corridor Mile	$3,058.00
	Rural Roadway		
183	2-Lane (Rural with no turn lane(s))	Corridor Mile	$1,528.00
184	2-Lane (Rural with turn lane(s))	Corridor Mile	$2,038.00
	Data Editing		
	Dense Urban Roadway		
185	2-Lane (Per direction of travel)	Corridor Mile	$225.00
186	3-Lane (Per direction of travel)	Corridor Mile	$340.00
187	4-Lane (Per direction of travel)	Corridor Mile	$566.00
188	5-Lane (Per direction of travel)	Corridor Mile	$793.00
189	6-Lane (Per direction of travel)	Corridor Mile	$906.00
	Moderate / Suburban Roadway		
190	2-Lane (Per direction of travel)	Corridor Mile	$225.00
191	3-Lane (Per direction of travel)	Corridor Mile	$340.00
192	4-Lane (Per direction of travel)	Corridor Mile	$566.00
193	5-Lane (Per direction of travel)	Corridor Mile	$793.00
194	6-Lane (Per direction of travel)	Corridor Mile	$906.00
195	1-Lane Ramp	Corridor Mile	$340.00
196	2-Lane Ramp	Corridor Mile	$452.00
197	3-Lane Ramp	Corridor Mile	$566.00
	Rural Roadway		

198	2-Lane (Rural with no turn lane(s))	Corridor Mile	$340.00
199	2-Lane (Rural with turn lane(s))	Corridor Mile	$452.00
	Data Merging from other sources		
200	Mobile LIDAR Data Merging	Corridor Mile	$2,831.00
	Miscellaneous Services Items	**Unit**	**Price Per Unit**
Item S: Labor Classifications: Rates per Hour			
	Mapping		
201	Photogrammetric Technician	Hour	$120.00
202	Airspace Mapping Specialist	Hour	$150.00
203	Orthophoto Specialist	Hour	$96.00
204	Project Director	Hour	$202.50
205	Project Manager	Hour	$160.00
206	CP/Supervisor	Hour	$157.50
207	LIDAR Specialist	Hour	$153.00
208	PSM	Hour	$164.50
209	Geographic Information Systems (GIS) Specialist	Hour	$135.00
	Ground Surveying		
	General Land survey, Non Airport		
210	Three Person Survey Crew	Day	$1,352.00
211	Two Person Survey Crew	Day	$1,079.00
	GPS Surveying, Non Airport		
212	Three Person GPS Survey Crew	Day	$1,696.00
213	Two Person GPS Survey Crew	Day	$1,547.00
	General Land Surveying, Airport		
214	Three Person Survey Crew	Day	$1,555.00
215	Two Person Survey Crew	Day	$1,241.00
	GPS Surveying, Airport		
216	Three Person GPS Survey Crew	Day	$1,972.00
217	Two Person GPS Survey Crew	Day	$1,799.00
	Other surveying staff		
218	Principal Surveyor	Hour	$180.00
219	Surveyor-Computer	Hour	$119.50
220	Clerical	Hour	$90.00

***An I.G. FEE of 1/4 of 1% will be added to the total fee of each issued Service Order for this contract for ITD only , if applicable. ***

APPENDIX 4

SUBCONTRACTORS PAYMENT REPORT

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), any entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID

COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

_____ _____ _____

Signature Print Name and Title Date

AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2016

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

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

Approved by M-DAD Risk Management 2/19/16

PRODUCER	CONTACT NAME: KARL HUCKE
PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 1-516-706-2973 E-MAIL ADDRESS: mbuonomo@genattgrp.com
INSURED	INSURER(S) AFFORDING COVERAGE — NAIC #
Aerial Cartographics of America, Inc. 423 South Keller Road, Suite 300 Orlando FL 32810	INSURER A : L.M. Insurance Corp. & Affiliates — 33600 INSURER B : Liberty Mutual Fire Insurance Co. — 23035 INSURER C : Liberty Insurance Corp — 42404 INSURER D : Old Republic Insurance Company — 24147 INSURER E : Ironshore Indemnity Inc — 23647 INSURER F : AGCS Marine Insurance Company — 22837

COVERAGES **CERTIFICATE NUMBER:** 837003008 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TB5Z11260B51015	12/31/2015	12/31/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
B	AUTOMOBILE LIABILITY			AS2Z11260851265	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			TH7Z11260851025	12/31/2015	12/31/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0CAV02379812	12/31/2015	12/31/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E F	Professional Liability Valuable Papers			001546101 MXI93055344	6/30/2014 12/31/2015	6/30/2016 12/31/2016	Each Claim Aggregate Limit $250,000	$5,000,000 $10,000,000

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

(G) Inland Marine Scheduled Property - AGCS Marine Insurance Company; Policy #MXI93055349; Eff Date: 12/31/15-16; Limit $2,047,981; Deductible $2,500
(H) Aviation Insurance - Old Republic Insurance Company; Policy #AVC00313912; Eff Date: 12/31/15-12/31/16; Single Limit $5,000,000 Bodily Injury Including Passengers and Property Damage.
Re: ORL-2016003.00 Miami-Dade Co. Photogrammetric Mapping and Light Detection and Ranging E15-MDAD-01
Additional Insured Status Encompasses General Liability, Automobile, Umbrella & Aircraft Liability Coverage as required by written contract.
See Attached...

CERTIFICATE HOLDER

Miami-Dade County
P.O. Box 025504
Miami FL 33102-5504

CANCELLATION 30 day notice applies

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GREENMAN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
PG Genatt Group LLC	Aerial Cartographics of America, Inc. 423 South Keller Road, Suite 300 Orlando FL 32810
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary Insurance Status Encompasses General Liability, Automobile, Umbrella & Aircraft Liability Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. Waiver of subrogation status applies with respects to Aircraft Physical Damage as required by written contract. Miami-Dade County is included as additional insured as required by written contract.

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DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 02/18/2011 To: 02/18/2016

FIRM NAME: AERIAL CARTOGRAPHICS OF AMERICA, INC.
P.O. Box 593846
Orlando, FL 32859-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E10-MDAD-03	1	AV	NO MEASURE	10/04/2011	$7,166,250.00
PHOTOGRAMMETRIC MAPPING, LIGHT DETECTION, AND RANGING (LIDAR) SERVICES (SIC 871)					
					$7,166,250.00
E12-PWWM-01	21	PW	NO MEASURE	08/04/2013	$0.00
MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (SIC 871)					
					$0.00

Total Award Amount	**$7,166,250.00**
Total Change Orders Approved by BCC	**$0.00**

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0212_E v.20150827

Friday, February 19, 2016

Ver: 1

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