

Memorandum



Date: July 7, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Contract Award Recommendation for a Professional Services Agreement - Project No: E20-MDAD-03; Contract No: E20-MDAD-03, to GPI Geospatial, Inc.

EXECUTIVE SUMMARY

The purpose of this agenda item is to gain authorization by the Board of County Commissioners (Board) to enter into a five-year, plus one one-year option to renew Professional Services Agreement (PSA) with GPI Geospatial, Inc. to perform Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LiDar) Services for the Miami-Dade Aviation Department (MDAD or Aviation Department). This PSA will provide the necessary professional services described above for MDAD, which are essential to the County’s system of airports and are critical for MDAD to remain compliant with Federal Aviation Administration (FAA) guidelines and compatible with MDAD's Geographic Information Systems (GIS) database.

RECOMMENDATION

This Recommendation for Award for PSA Contract Number E20-MDAD-03 between GPI Geospatial, Inc., an Architectural/Engineering (A/E) firm and Miami-Dade County has been prepared by the Aviation Department and is recommended for approval for a total contract amount not to exceed \$8,298,193.75, inclusive of a contingency allowance amount of \$752,500.00 for a term of five-years with a one-year renewal option.

SCOPE

GPI Geospatial, Inc. shall provide the following professional services for the Aviation Department, which include, but are not limited to:

- Photogrammetric, topographic, planimetric mapping and light detection and ranging (LiDAR) services, building information modeling, and 3D printing GIS services, as well as subsurface utility engineering and terrestrial mobile and static LiDAR services.
 - Building interior static scanning, building information modeling, subsurface utility engineering locations and construction layout are considered to be specialty services.
- Aerial photography, surveying ground control, topographic mapping, planimetric mapping, airspace mapping and obstruction surveys, cross sections, raster imagery, orthophoto products, photographic prints, global positioning system (GPS) survey data, analytical aerial triangulation services, digital orthophotography for GIS, update of GIS planimetric features, and topographic LiDAR services.

- The services described shall be performed by GPI Geospatial, Inc. at the following locations:

Miami International Airport
Miami- Opa locka Executive Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Dade Collier Training and Transition Airport
All MDAD properties and facilities

BACKGROUND

This PSA will provide the necessary professional services to perform photogrammetric/topographic /planimetric/LiDAR imaging services for MDAD, which are essential to the County’s system of airports and are critical for MDAD to remain compliant with FAA guidelines and compatible with MDAD’s GIS database. The FAA requires global positioning data so that aircraft can make accurate determinations of their positions regardless of visibility or weather conditions. Aerial mapping, aerial surveying and aerial photography is used to measure true distances and contains survey coordinate information to avoid distortions.

Work will be issued by the Aviation Department on a work order basis and GPI Geospatial, Inc. will be compensated according to the payment terms of the work order issued. No payment will be made without the issuance of a work order.

FISCAL IMPACT/FUNDING SOURCE

| <u>FUNDING SOURCE:</u> | <u>SOURCE</u> | <u>PROJECT NUM</u> | <u>SITE #</u> | <u>AMOUNT</u> |
|-----------------------------------|----------------------|---------------------------|----------------------|----------------------|
| | Operating Fund | N/A | N/A | \$8,298,193.75 |

(See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2021-22,
Volume 3 Page 144)

**OPERATIONS
COST IMPACT /
FUNDING:** Not Applicable, this is a PSA for A/E services.

**MAINTENANCE
COST IMPACT /
FUNDING:** Not Applicable, this is a PSA for A/E services.

**LIFE
EXPECTANCY OF
ASSET:** Not Applicable, this is a PSA for A/E services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

| PROJECT | <u>TYPE</u> | <u>CODE</u> | <u>DESCRIPTION</u> |
|----------------------|--------------------|--------------------|---|
| TECHNICAL | Prime | 15.01 | SURVEYING AND MAPPING – LAND SURVEYING |
| CERTIFICATION | Prime | 15.02 | SURVEYING AND MAPPING - AERIAL |
| REQUIREMENTS: | Other | 15.03 | SURVEYING AND MAPPING – UNDERGROUND UTILITY LOCATION |

SUSTAINABLE BUILDINGS ORDINANCE (I.O NO. 8-8): Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
Not applicable

SEA LEVEL RISE (ORD. NO. 14-79): Not applicable

NTPC'S DOWNLOADED: 29

PROPOSALS RECEIVED: 5

TOTAL CONTRACT PERIOD: Five (5) years, plus one one-year option to renew

CONTINGENCY PERIOD: Not applicable

IG FEE INCLUDED: Yes

ART IN PUBLIC PLACES: Not applicable

BASE ESTIMATE: \$7,525,000.00

BASE CONTRACT AMOUNT: \$7,525,000.00

| CONTINGENCY ALLOWANCE | TYPE | PERCENT | AMOUNT | COMMENT |
|------------------------------|-------------|----------------|---------------|----------------|
| | PSA | 10% | \$752,500.00 | |

**(SECTION 2-8.1
MIAMI DADE
COUNTY CODE):**

IG FEE \$20,693.75
**(ORDINANCE NO.
97-215):**

TOTAL AMOUNT: \$8,298,193.75

DELEGATED AUTHORITY

Pursuant to the provisions of Section 2-285.2 of the Miami-Dade County Code, the County Mayor or County Mayor’s designee will have the authority to execute, amend, and terminate Contract No. E20-MDAD-03 and to resolve disputes.

TRACK RECORD/MONITOR

SBD HISTORY OF None
VIOLATIONS:

EXPLANATION: The Request to Advertise (RTA) was filed with Clerk of the Board on December 4, 2020. A total of five proposals were received on May 24, 2021.

On July 8, 2021, the Internal Services Department’s Small Business Development Division (SBD) deemed the proposal from Surveying and Mapping, LLC, a non-certified Small Business Enterprise Architectural/Engineering (SBE–A/E) firm as non-compliant because the firm Surveying and Mapping, LLC selected to meet the SBE-A/E measures, Manuel G. Vera & Associates, is not certified. Consequently, the proposal from Surveying and Mapping, LLC, was not evaluated by the Competitive Selection Committee. SBD assigned a 2 percent SBE-A/E goal and a 1 percent SBE Services goal to this PSA.

(See Attachment B: SBD Project Worksheet and Compliance)

On August 25, 2021, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The reconvened First Tier Meeting was held on October 12, 2021. No additional scoring took place during this meeting. The Competitive Selection Committee confirmed their First-Tier ranking made during their previous meeting on August 25, 2021.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number one ranked firm for negotiation of the PSA as shown on the next page.

| Firm | Total Adjusted Qualitative Points | Total Adjusted Ordinal Score | Final Ranking |
|----------------------------|--|-------------------------------------|----------------------|
| GPI Geospatial, Inc. | 270 | 4 | 1 |
| Woolpert, Inc. | 266 | 6 | 2 |
| KCI Technologies, Inc. | 263 | 8 | 3 |
| Kucera International, Inc. | 233 | 12 | 4 |

The Negotiation Committee was approved by the County Mayor’s designee on November 22, 2021. (See Attachment C, “Negotiation Authorization, List of Respondents and Tabulation Sheets”). The Negotiation Committee negotiated with the first ranked firm GPI Geospatial, Inc. on December 7, 2021, December 10, 2021, December 14, 2021, and January 4, 2022. The Negotiation Committee reached a consensus to finalize negotiations on January 5, 2022.

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 firm: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

There are two evaluations for work performed for the County by GPI Geospatial, Inc. in the Capital Improvements Information System (CIIS) database with an average rating of 3.1, which is indicative of good performance. (See Attachment D: Contractor Evaluations Report)

Based on the above, it is recommended that this PSA be awarded in the not to exceed amount of \$8,298,193.75, to GPI Geospatial, Inc.

SUBMITTAL DATE: May 24, 2021

ESTIMATED NOTICE TO PROCEED: May 2022

PRIME CONSULTANT: GPI Geospatial, Inc.

COMPANY PRINCIPAL: Paul Badr

COMPANY Paul Badr
QUALIFIERS:
COMPANY EMAIL pbadr@gpinet.com
ADDRESS:
COMPANY STREET ADDRESS: 3051 E Livingston St
COMPANY CITY-STATE-ZIP: Orlando, FL, 32803
YEARS IN BUSINESS: 56

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST THREE YEARS: According to the Firm History Report, as provided by the Division of Small Business Development, GPI Geospatial, Inc. has held one contract as Prime Contractor in the last three years, with a total value of \$0.00. However, from 2011 through 2016, GPI Spatial, Inc. (formerly known as Aerial Cartographics of America, Inc.) was awarded two contracts with a total value of \$14,223,850. Aerial Cartographics of America, Inc.’s name was changed in 2017. (See Attachment E “A/E Firm History Report”).

SUBCONSULTANTS: Bello & Bello Land Surveying, Corp., SBE-A&E Firm (2 percent)
Doral Digital Reprographics, Corp., SBE-G&S Firm (1 percent)
American Government Services Corporation
Manuel G Vera and Associates, Inc.
Quantum Spatial, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** September 18, 2020 **SIGNOFF DATE:** October 14, 2020

APPLICABLE WAGES (RESO NO. R-54-10): No

| REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: | <u>TYPE</u> | <u>GOAL</u> | <u>ESTIMATED VALUE</u> | <u>COMMENT</u> |
|---|--------------------|--------------------|-------------------------------|-----------------------|
| | SBE-G&S | 1.00% | \$82,981.93 | |
| | SBE-A&E | 2.00% | \$165,963.87 | |

MANDATORY CLEARING HOUSE: N/A

| | | | |
|---|---------------|--------------|--------------------|
| CONTRACT MANAGER NAME / PHONE / EMAIL: | Sylvia Novela | 305-876-7048 | snovela@flymia.com |
|---|---------------|--------------|--------------------|

| | | | |
|--|--------------|--------------|-------------------|
| PROJECT MANAGER NAME / PHONE / EMAIL: | Daniel Cinti | 305-876-7453 | dcinti@flymia.com |
|--|--------------|--------------|-------------------|

Signature Page
Contract No: E20-MDAD-03
to GPI Geospatial, Inc.

**BUDGET
APPROVAL
FUNDS
AVAILABLE:**



OMB DIRECTOR

DATE

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY

4-5-22

DATE



**COUNTY MAYOR OR
DESIGNEE**

5/03/22

DATE

**CLERK
DATE**

DATE

Attachment A

FY 2021-22 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page: 144

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

OPERATING FINANCIAL SUMMARY

| (dollars in thousands) | Actual FY 18-19 | Actual FY 19-20 | Budget FY 20-21 | Adopted FY 21-22 |
|--|--------------------|--------------------|--------------------|---------------------|
| Revenue Summary | | | | |
| Aviation Fees and Charges | 390,395 | 248,624 | 338,899 | 337,658 |
| Carryover | 98,891 | 86,157 | 92,826 | 89,129 |
| Commercial Operations | 278,630 | 160,832 | 209,853 | 201,660 |
| Non-Operating Revenue | 91,293 | 97,591 | 58,000 | 41,000 |
| Other Revenues | 25,034 | 89,233 | 24,008 | 71,377 |
| Rental Income | 148,941 | 116,031 | 222,278 | 165,801 |
| Total Revenues | 1,033,184 | 798,468 | 945,864 | 906,625 |
| Operating Expenditures | | | | |
| Summary | | | | |
| Salary | 98,012 | 105,930 | 111,658 | 113,034 |
| Fringe Benefits | 38,206 | 37,930 | 43,970 | 45,642 |
| Court Costs | 147 | 103 | 328 | 287 |
| Contractual Services | 94,017 | 96,441 | 140,452 | 130,321 |
| Other Operating | 147,178 | 119,036 | 126,655 | 122,261 |
| Charges for County Services | 98,468 | 91,250 | 97,818 | 100,456 |
| Capital | 2,520 | 1,332 | 3,405 | 3,637 |
| Total Operating Expenditures | 478,548 | 452,022 | 524,286 | 515,638 |
| Non-Operating Expenditures | | | | |
| Summary | | | | |
| Transfers | 466,118 | 274,238 | 332,449 | 303,329 |
| Distribution of Funds In Trust | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| Depreciation, Amortizations and Depletion | 0 | 0 | 0 | 0 |
| Reserve | 0 | 0 | 89,129 | 87,658 |
| Total Non-Operating Expenditures | 466,118 | 274,238 | 421,578 | 390,987 |

| (dollars in thousands) | Total Funding | | Total Positions | |
|---|--------------------|---------------------|--------------------|---------------------|
| Expenditure By Program | Budget FY 20-21 | Adopted FY 21-22 | Budget FY 20-21 | Adopted FY 21-22 |
| Strategic Area: Economic Development | | | | |
| Executive | 5,006 | 5,127 | 15 | 15 |
| Administration | 57,685 | 61,982 | 159 | 160 |
| Business Retention and Development | 8,334 | 8,408 | 51 | 50 |
| Commercial Operations | 33,977 | 38,589 | 0 | 0 |
| Facilities Development | 23,279 | 22,113 | 63 | 63 |
| Facilities Management | 167,316 | 155,972 | 452 | 454 |
| Finance and Strategy | 13,762 | 15,061 | 73 | 73 |
| Operations | 46,495 | 46,084 | 415 | 438 |
| Policy Advisement | 9,694 | 9,393 | 50 | 49 |
| Public Safety and Security | 93,659 | 93,395 | 154 | 154 |
| Non-Departmental | 65,079 | 59,514 | 0 | 0 |
| Total Operating Expenditures | 524,286 | 515,638 | 1,432 | 1,456 |

Attachment B

SBD Project Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services
Received Date: 9/18/2020
Project/Contract No: E20-MDAD-03
Funding Source: Operating Funds
Department: Aviation
Estimated Cost of Project/Bid: \$7,525,000.00
Description of Project/Bid: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services

| Contract Measures Recommendation | | |
|----------------------------------|----------------|--------------|
| Measure | Program | Goal Percent |
| Goal | SBE - A&E | 2.00% |
| Goal | SBE - Services | 1.00% |

| Reasons for Recommendation |
|---|
| SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E) An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 2.00% SBE-A&E goal is appropriate for this contract in the following Technical Category: 15-03 - Underground Utility Location at 2.00%. A verification of availability to bid was sent out SBE-A&E certified firms however 3 or 4 firms did not respond as being capable of complying with the minimum requirements for this project. |
| SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a 1.00% is appropriate for the services portion of this contract in: NIGP Code (96600) Printing and Typesetting Services. The intent is to retain one (1) qualified firms under one (1) Professional Service Agreements (PSA) with a value of seven million five hundred and twenty five thousand dollars (\$7,525,000.00) for a five year period plus one year option to review. |
| MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-02 Aerial Photogrammetry, MDC-TCC 15-03 Underground Utility Location, NIGP Code (96600) Printing and Typesetting Services |

| Small Business Contract Measure Recommendation | |
|--|----------------|
| Subtrade | Category |
| Aerial Photogrammetry | SBE - A&E |
| Printing and Typesetting Services | SBE - Services |

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

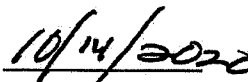
Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒



County Mayor



Date



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E20-MDAD-03 Project Title: PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES

Name of Proposer: GPI Geospatial, Inc. FEIN 45-0535502

Address: 8935 NW 35 Lane, Suite 100 City Doral State FL ZIP 33172

Telephone Number: 305-290-4997 Email address: fparuas@gpinet.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

2 % SBE-A/E, _____ % SBE-Con, 1 % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

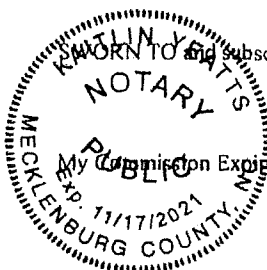
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Paul Badr, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

Subscribed before me this 19 day of May, 2021

Signature of Notary Public-State of Florida

North Carolina



Memorandum



DATE: July 8, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

A handwritten signature in black ink, appearing to be "G. Hartfield", written over the "FROM" field.

SUBJECT: Compliance Review
Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging LIDAR Services
Project # E20-MDAD-03

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural and Engineering Services (SBE-A&E) and the Small Business Enterprise- Goods & Services Program (SBE-G&S). The contract measures established for this project is a 2% SBE-A&E sub-consultant goal, and a 1% SBE-Goods & Service sub-contractor goal.

The Strategic Procurement Division of the Internal Services Department (ISD) has submitted a proposal that included a Certificate of Assurance (COA) from A&E Firms: GPI Geospatial, Inc., KCI Technologies, Inc., Kucera International, Inc., Woolpert, Inc. and Surveying and Mapping, LLC., for compliance review. The following is the pre-award compliance status summary.

FIRM:

1. GPI Geospatial, Inc.
2. KCI Technologies, Inc.
3. Kucera International, Inc.
4. Woolpert, Inc.
5. Surveying and Mapping, LLC.

STATUS:

Compliant
Compliant
Compliant
Compliant
Non-Compliant

SUMMARY:

GPI Geospatial, Inc., (1) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Bello & Bello Land Surveying, Corp., to perform TC's 15-01 (Land Surveying) and 15-02 (Aerial Photogrammetry) at 2%.

GPI Geospatial, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by GPI Geospatial, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. GPI Geospatial, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. GPI Geospatial, Inc., is in compliance with the overall Small Business measure established for this contract.

KCI Technologies, Inc., (2) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Biscayne Engineering Company, Inc., to perform TC's 15-01 (Land Surveying) at 5%.

KCI Technologies, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by KCI Technologies, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. KCI Technologies, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. KCI Technologies, Inc., is in compliance with the overall Small Business measure established for this contract.

Kucera International, Inc., (3) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Leiter, Perez & Associates, Inc., to perform TC's 15-01 (Land Surveying) and 15-03 (Underground Utility Location) at 2%.

Kucera International, Inc., also committed to utilize API Imaging, Inc., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by Kucera International, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. Kucera International, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. Kucera International, Inc., is in compliance with the overall Small Business measure established for this contract.

Woolpert, Inc., (4) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Hadonne, Corp., to perform TC's 15-01 (Land Surveying) at 3%.

Woolpert, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by Woolpert, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. Woolpert, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. Woolpert, Inc., is in compliance with the overall Small Business measure established for this contract.

Surveying and Mapping, LLC, (5) a non-certified SBE-A&E firm submitted the Certificate of Assurance committing to utilize a SBE-A&E Certified sub-consultant. The firm listed to meet the SBE measure Manuel G. Vera & Associates, Inc., is not a certified SBE firm and as a result, the firm is found non-compliant.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up report as of July 8, 2021. Also, a review of the History of Violations Report July 8, 2021 indicates that none of the aforementioned firms have an open violation.

Please be reminded that SBD's review is for compliance with the SBE-A&E program only. The Strategic Procurement Division of the Internal Services Department (ISD) is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, SBD Contract Compliance Officer 2 at (305) 375-3182.

c: L. Johnson, SBD
J. Vital, ISD
A. Ragin MDAD



July 21, 2021

Pat Smith, EVP
Surveying and Mapping, Inc.
480 I SW Parkway Bld. 2 St 100
Austin, TX 78735

RE: ISD Project No.: E20-MDAD-03; Photogrammetric Mapping, Topographic, Planimetric, and Light Detection and Ranging (LiDAR) Services

SENT VIA E-MAIL: psmith@sam.biz

Dear Proposer:

Miami-Dade County is in receipt of your proposal in response to the above referenced solicitation.

Please be advised that a Subconsultant in your Team, Manuel G. Vera and Associates, Inc., has been found non-compliant with the requirements of the Small Business Enterprise Program (SBE) for the referenced solicitation as noted in the attached July 8, 2021 Compliance Review Memorandum issued by the Small Business Development Division.

As a result of said firm's non-compliance with the SBE requirements, your Team is hereby eliminated from further consideration for this solicitation. Please note that as this project remains under the Cone of Silence, no additional information may be submitted by you.

Miami-Dade County thanks you for your interest in providing architectural/engineering services, and encourages you to apply for future solicitations.

Should you have any questions, you may contact me via email at Jorge.Vital@miamidade.gov, with a copy to the Clerk of the Board. Please note that this project remains under the Cone of Silence and as such no additional information may be provided to your submittal/proposal.

Regards,

A handwritten signature in cursive script that reads "Jorge Vital".

Jorge Vital
A/E Consultant Selection Coordinator
Miami-Dade County Internal Services Department

ec: Pablo Valin, Internal Services Department
Clerk of the Board of County Commissioners

Attachment C

Negotiation Authorization, List of
Respondents and Tabulation Sheets



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services

Project No.: E20-MDAD-03

Measures: 2% SBE-A/E 1% SBE-G&S

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 05/24/2021

Team No.: 1

Prime Local Preference: Yes

Prime Name: WOOLPERT INC

FEIN No.: 201391406

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. SANBORN MAP COMPANY INC
- b. MANUEL G VERA AND ASSOC INC
- c. 300 ENGINEERING GROUP PA
- d. HADONNE CORP
- e. DIGITAL BUILDING SERVICES, LLC
- f. PLANNING TECHNOLOGY, INC.
- g. DORAL DIGITAL REPROGRAPHICS CORP

133980333
591741639
562612529
651089850
812653383
593026501
204073160

Team No.: 2

Prime Local Preference: Yes

Prime Name: GPI GEOSPATIAL INC

FEIN No.: 450535502

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. MANUEL G VERA AND ASSOC INC
- b. QUANTUM SPATIAL, INC.
- c. BELLO & BELLO LAND SURVEYING CORPORATION
- d. AMERICAN GOVERNMENT SERVICES CORPORATION

591741639
391133181
134219102
592346160

Team No.: 3

Prime Local Preference: No

Prime Name: KUCERA INTERNATIONAL INC

FEIN No.: 340808463

Trade Name: KUCERA SOUTH

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. LEITER PEREZ & ASSOCIATES INC
- b. PT SUPPLIERS LLC

592746730
RISK AND DESIGN
CONSULTING 474000358

Team No.: 4

Prime Local Preference: Yes

Prime Name: KCI TECHNOLOGIES, INC.

FEIN No.: 521604386

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. BISCAYNE ENGINEERING CO INC
- b. SETTIMIO CONSULTING SERVICES INC
- c. F R ALEMAN & ASSOCIATES INC

590165220
264426460
592751524



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services

Project No.: E20-MDAD-03

Measures: 2% SBE-A/E 1% SBE-G&S

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 05/24/2021

Team No.: 5

Prime Local Preference: No

Prime Name: SURVEYING AND MAPPING LLC

FEIN No.: 742704974

Trade Name: SAM SURVEYING AND MAPPING LLC

Sub-Consultants Name

Trade Name

Subs FEIN No.

a. AXIS GEOSPATIAL LLC

522351409

b. MANUEL G VERA AND ASSOC INC

591741639

c. X-SPATIAL LLC

204898631



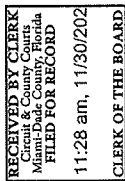
STRATEGIC PROCUREMENT DIVISION

| | | |
|---|--|----------|
| DATE: November 17, 2021 | | |
| TO: Alex Muñoz Director, Internal Services Department | | |
| FROM: Namita Uppal Chief Procurement Officer | | |
| SUBJECT: E20-MDAD-03, Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services | | |
| IDoc#: 15312 | Deliver to: <input type="checkbox"/> Jackie Anghel-Novick <input checked="" type="checkbox"/> Ruben Arce | |
| APPROVAL FROM: <input checked="" type="checkbox"/> Dept Director <input type="checkbox"/> Mayor <input type="checkbox"/> BCC | | |
| Coordinator: Jorge Vital | Sr. Coordinator: Pablo Valin | |
| Edits/Comments | Analyst | Date |
| ISD Director approval is requested for this Negotiation Authorization Memo. Requesting approval to proceed to negotiation with the highest ranked firm, GPI GEOSPATIAL, INC. | Jocelyn R. Fulton <i>[Signature]</i> | 11/17/21 |
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| | | |

Digitally signed by
Namita Uppal
DN: cn=Namita Uppal,
ou=Internal Services Department,
ou=Chief Procurement
Officer,
c=US, email=namita.uppal@mi-
dade.gov, serial=150213,
date=2021.11.17
150213-4500

For Pick-up, please contact Jocelyn Fulton (ext. 4735) or Marta Fernandez (ext. 4946)

RECEIVED
NOV 18 2021
INTERNAL SERVICES DEPT.
DIRECTOR'S OFFICE



Memorandum



Digitally signed by Norma Lopez
DN: cn=Norma Lopez, o=County of Miami-Dade,
ou=Procurement Office, email=norma.lopez@miamidade.gov,
date=2021.11.17 14:22:42-0500

November 17, 2021

Alex Muñoz, Director
Miami-Dade Internal Services Department

Narita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department

Jorge Vital, Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

NEGOTIATION AUTHORIZATION
Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging
(LIDAR) Services
ISD Project No. E20-MDAD-03

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Internal Services Department (ISD) solicitation, consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E20-MDAD-03

Project Title: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (Lidar) Services.

Scope of Services Summary: The scope of work provides for professional services to be performed for the ongoing need of photogrammetric, topographic, planimetric mapping and Light Detection and Ranging (LIDAR), Building Information Modeling (BIM) and 3D printing, Geographical Information System (GIS) services, Subsurface Utility Engineering (SUE) services, as well as terrestrial mobile and static LIDAR services for the Miami-Dade Aviation Department ("MDAD") at the 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"). The GIS coverage area includes MIA, all General Aviation Airports, as well as all the currently and future owned MDAD properties and Facilities.

Term and Estimated Cost of Contract: The County intends to retain one (1) qualified consultant under a non-exclusive Professional Services Agreement for a five (5) year term, plus an additional one (1) year option to renew term. The Professional Services Agreement has a total maximum compensation of \$7,525,000, exclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65.

Small Business Enterprise Goal: On October 14, 2020, the Internal Services Department's Small Business Development Division established a 2% Small Business Enterprise – Architectural and Engineering Goal, and a 1% Small Business Enterprise – Good and Services Goal for this project.

Advertisement Date: April 30, 2021

Number of Proposals Received: Five (5) proposals were received by the submittal deadline of May 24, 2021.

Name of Proposer(s): Please refer to the attached List of Respondents.

Small Business Enterprise Compliance Review: The proposal submitted by Surveying and Mapping, LLC, was found non-compliant with the Small Business Enterprise – Architectural and Engineering (SBE – A/E) Program. Consequently, the proposal from Surveying and Mapping, LLC, was not evaluated by the Competitive Selection Committee. Please refer to the attached Compliance Review Memorandum dated July 8, 2021.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications, and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on August 25, 2021. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

Special Circumstances: After the First Tier meeting concluded, based on feedback received and to ensure there was no confusion among the Selection Committee members, ISD in the interest of consistency and fairness to all proposers, reconvened the First Tier Meeting with the Competitive Selection Committee to clarify with the members their options, and to answer any members' questions that may not have been addressed during the previous meeting. Reconvening also allowed the Competitive Selection Committee with an opportunity to make an informed decision to either waive Second Tier and proceed to negotiation, or to shortlist firms and have them participate in Oral Presentations.

Reconvened First Tier Results: The reconvened First Tier meeting was held on October 12, 2021. The Competitive Selection Committee was informed of their options based on Administrative Order 3-39 regarding the Second Tier process. ISD staff responded to their questions on the matter. No additional scoring took place during this meeting. The Competitive Selection Committee confirmed the First Tier ranking made during their previous meeting on August 25, 2021. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Jorge Vital, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Ammad Riaz, Chief of Aviation Planning, Miami-Dade Aviation Department
- Daniel Cinti, Aviation Technical Services Supervisor, Miami-Dade Aviation Department
- Mairim Avila, Senior Operating Systems Programmer, Miami-Dade ITD Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating one (1) Non-Exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

GPI GEOSPATIAL, INC.

Final Ranking – 1
Total Adjusted Ordinal Score – 4
Total Adjusted Qualitative Points – 270

The following firms will serve as alternates:

WOOLPERT, INC.

Final Ranking – 2
Total Adjusted Ordinal Score – 6
Total Adjusted Qualitative Points – 266

KCI TECHNOLOGIES, INC.

Final Ranking – 3
Total Adjusted Ordinal Score – 8
Total Adjusted Qualitative Points – 263

KUCERA INTERNATIONAL, INC.

Final Ranking – 4
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 233

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

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

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the

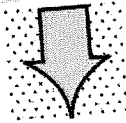
date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

Alex Muñoz
Director

11/22/21
Date



Attachments:

1. List of Respondents
2. SBD Compliance Review
3. First Tier Tabulation Sheet

c: Competitive Selection Committee
Clerk of the Board of County Commissioners



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services

Project No.: E20-MDAD-03

Measures: 2% SBE-A/E 1% SBE-G&S

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 05/24/2021

Team No.: 1

Prime Name: WOOLPERT INC

Trade Name:

Prime Local Preference: Yes

FEIN No.: 201391406

Sub-Consultants Name

- a. SANBORN MAP COMPANY INC
- b. MANUEL G VERA AND ASSOC INC
- c. 300 ENGINEERING GROUP PA
- d. HADONNE CORP
- e. DIGITAL BUILDING SERVICES, LLC
- f. PLANNING TECHNOLOGY, INC.
- g. DORAL DIGITAL REPROGRAPHICS CORP

Trade Name

Subs FEIN No.

- 133980333
- 591741639
- 582612529
- 651069850
- 812653383
- 593026501
- 204073160

26

Team No.: 2

Prime Name: GPI GEOSPATIAL INC

Trade Name:

Prime Local Preference: Yes

FEIN No.: 450635502

Sub-Consultants Name

- a. MANUEL G VERA AND ASSOC INC
- b. QUANTUM SPATIAL, INC.
- c. BELLO & BELLO LAND SURVEYING CORPORATION
- d. AMERICAN GOVERNMENT SERVICES CORPORATION

Trade Name

Subs FEIN No.

- 591741639
- 391133181
- 134219102
- 592346160

Team No.: 3

Prime Name: KUCERA INTERNATIONAL INC

Trade Name: KUCERA SOUTH

Prime Local Preference: No

FEIN No.: 340808463

Sub-Consultants Name

- a. LEITER PEREZ & ASSOCIATES INC
- b. PT SUPPLIERS LLC

Trade Name

Subs FEIN No.

- 592746730
- 474000358

Team No.: 4

Prime Name: KCI TECHNOLOGIES, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 521604366

Sub-Consultants Name

- a. BISCAYNE ENGINEERING CO INC
- b. SETTIMIO CONSULTING SERVICES INC
- c. F R ALEMAN & ASSOCIATES INC

Trade Name

Subs FEIN No.

- 590165220
- 264426460
- 592751524



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LIDAR) Services

Project No.: E20-MDAD-03

Measures: 2% SBE-A/E 1% SBE-G&S

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 05/24/2021

Team No.: 5

Prime Name: SURVEYING AND MAPPING LLC

Trade Name: SAM SURVEYING AND MAPPING LLC

Sub-Consultants Name

- a. AXIS GEOSPATIAL LLC
- b. MANUEL G VERA AND ASSOC INC
- c. X-SPATIAL LLC

Prime Local Preference: No

FEIN No.: 742704974

Trade Name

Subs FEIN No.

522351409

591741639

204898631

**MIAMI-DADE
COUNTY**

Memorandum

DATE: July 8, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging LIDAR Services
Project # E20-MDAD-03

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural and Engineering Services (SBE-A&E) and the Small Business Enterprise- Goods & Services Program (SBE-G&S). The contract measures established for this project is a 2% SBE-A&E sub-consultant goal, and a 1% SBE-Goods & Service sub-contractor goal.

The Strategic Procurement Division of the Internal Services Department (ISD) has submitted a proposal that included a Certificate of Assurance (COA) from A&E Firms: GPI Geospatial, Inc., KCI Technologies, Inc., Kucera International, Inc., Woolpert, Inc. and Surveying and Mapping, LLC, for compliance review. The following is the pre-award compliance status summary.

FIRM:

- | | |
|--------------------------------|---------------|
| 1. GPI Geospatial, Inc. | Compliant |
| 2. KCI Technologies, Inc. | Compliant |
| 3. Kucera International, Inc. | Compliant |
| 4. Woolpert, Inc. | Compliant |
| 5. Surveying and Mapping, LLC. | Non-Compliant |

SUMMARY:

GPI Geospatial, Inc., (I) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Bello & Bello Land Surveying, Corp., to perform TC's 15-01 (Land Surveying) and 15-02 (Aerial Photogrammetry) at 2%.

GPI Geospatial, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by GPI Geospatial, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. GPI Geospatial, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. GPI Geospatial, Inc., is in compliance with the overall Small Business measure established for this contract.

KCI Technologies, Inc., (2) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Biscayne Engineering Company, Inc., to perform TC's 15-01 (Land Surveying) at 5%.

KCI Technologies, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by KCI Technologies, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. KCI Technologies, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. KCI Technologies, Inc., is in compliance with the overall Small Business measure established for this contract.

Kucera International, Inc., (3) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Leiter, Perez & Associates, Inc., to perform TC's 15-01 (Land Surveying) and 15-03 (Underground Utility Location) at 2%.

Kucera International, Inc., also committed to utilize APImaging, Inc., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by Kucera International, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. Kucera International, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. Kucera International, Inc., is in compliance with the overall Small Business measure established for this contract.

Woolpert, Inc., (4) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Hadoune, Corp., to perform TC's 15-01 (Land Surveying) at 3%.

Woolpert, Inc., also committed to utilize Doral Digital Reprographics, Corp., a certified SBE-G&S firm to provide (NGIP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by Woolpert, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 2% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. Woolpert, Inc., has satisfied the contract's 2% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. Woolpert, Inc., is in compliance with the overall Small Business measure established for this contract.

Surveying and Mapping, LLC, (5) a non-certified SBE-A&E firm submitted the Certificate of Assurance committing to utilize a SBE-A&E Certified sub-consultant. The firm listed to meet the SBE measure Manuel G. Vera & Associates, Inc., is not a certified SBE firm and as a result, the firm is found non-compliant.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up report as of July 8, 2021. Also, a review of the History of Violations Report July 8, 2021 indicates that none of the aforementioned firms have an open violation.

Please be reminded that SBD's review is for compliance with the SBE-A&E program only. The Strategic Procurement Division of the Internal Services Department (ISD) is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, SBD Contract Compliance Officer 2 at (305) 375-3182.

c: L. Johnson, SBD
J. Vital, ISD
A. Ragin MDAD

| FIRST - TIER MEETING August 25, 2021 | | MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD) PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES | | | | | | TABULATION SHEET ISD PROJECT NO. E20-MDAD-03 | | NAME OF FIRM(S) | | COMPETITIVE SELECTION COMMITTEE | | SUB-TOTAL | TOTAL & ADJ. QUALITATIVE SCORE | TOTAL ADJ. ORDINAL SCORES | ORDINAL RANKING | FINAL RANK |
|--|------------------------|---|----|----|----|----|----|---|--|-----------------|--|---------------------------------|--|-----------|--------------------------------|---------------------------|-----------------|------------|
| 1 | WOOLPERT, INC. (LOCAL) | | | | | | | | | | | | | | | | | |
| 1A - Qualification of firms including team members associated to the project (Max. 50 points) | | 48 | 50 | 40 | 48 | 48 | 48 | 234 | | | | | | | | | | |
| 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) | | 17 | 15 | 15 | 19 | 20 | 86 | | | | | | | | | | | |
| 3A - Past Performance of the Firms (Max. 20 points) | | 18 | 15 | 15 | 18 | 18 | 84 | | | | | | | | | | | |
| 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) | | 1 | 1 | 5 | 4 | 2 | 13 | | | | | | | | | | | |
| 5A - Ability of team members to interface with the County (Max 5 points) | | 5 | 3 | 5 | 5 | 5 | 23 | | | | | | | | | | | |
| | | 89 | 84 | 80 | 94 | 93 | | | | | | | | | 440 | | | |
| Ordinal Scores | | 1 | 2 | 3 | 2 | 2 | | | | | | | | | | | | |
| Dropped Ordinal Scores | | 1 | | 3 | | | | | | | | | | | | | | |
| Dropped Qualitative Scores | | | | 80 | 94 | | | | | | | | | | | | | |
| Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. | | | | | | | | | | | | | | | | | | |
| Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A | | | | | | | | | | | | | | | | | | |
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| | 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 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| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Ammad Riaz, (MDAD) | | | | | Daniel Cintl, (MDAD) | | | | | Carol Wilson, (DTPW) | | | | | Bernardo Bleier, (RER) | | | | | Mairim Avila, (ITD) | | | | | SUB-TOTAL | | | | | TOTAL & ADJ. QUALITATIVE SCORE | | | | | TOTAL ADJ. ORDINAL SCORES | | | | | ORDINAL RANKING | | | | | FINAL RANK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 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| Ordinal Scores | | | | | | | | | | | | Dropped Ordinal Scores | | | | | | | | | | | | Dropped Qualitative Scores | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 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| Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A | | | | | | | | | | | | Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 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| FIRST - TIER MEETING August 25, 2021 | | | | | | | | | | | |
|---|--|---------------------------------|----------------------|----------------------|-------------------------|---------------------|-----------|--------------------------------|-----------------|------------|-----|
| MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD) PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES TABULATION SHEET ISD PROJECT NO. E20-MDAD-03 | | | | | | | | | | | |
| 3 | KUCERA INTERNATIONAL, INC. (NON-LOCAL) | COMPETITIVE SELECTION COMMITTEE | | | | | SUB-TOTAL | TOTAL & ADJ. QUALITATIVE SCORE | ORDINAL RANKING | FINAL RANK | |
| | | Ammad Riaz, (MDAD) | Daniel Clint, (MDAD) | Carol Wilson, (DTPW) | Bernardo Bieleir, (RER) | Mairim Avila, (ITD) | | | | | |
| | | 40 | 30 | 35 | 40 | 45 | | | | | 190 |
| | | 15 | 10 | 13 | 18 | 18 | | | | | 74 |
| | | 18 | 10 | 12 | 15 | 16 | | | | | 71 |
| | | 5 | 5 | 5 | 5 | 5 | | | | | 25 |
| | | 3 | 2 | 5 | 4 | 4 | | | | | 18 |
| | | 81 | 57 | 70 | 82 | 88 | | | | | 378 |
| | | 4 | 4 | 4 | 4 | 4 | | | | | |
| | | 4 | 4 | | | | | | | | |
| Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A | | | | | | | | | | | |

| FIRST - TIER MEETING August 25, 2021 | | | | | | | | | |
|--|---------------------------------|----------------------|----------------------|------------------------|-----------|--------------------------------|---------------------------|-----------------|------------|
| MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD) PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES | | | | | | | | | |
| TABULATION SHEET ISD PROJECT NO. E20-MDAD-03 | | | | | | | | | |
| 4 KCI TECHNOLOGIES, INC. (LOCAL) | | | | | | | | | |
| 1A - Qualification of firms including team members associated to the project (Max. 30 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points) | COMPETITIVE SELECTION COMMITTEE | | | | SUB-TOTAL | TOTAL & ADJ. QUALITATIVE SCORE | TOTAL ADJ. ORDINAL SCORES | ORDINAL RANKING | FINAL RANK |
| | Ammad Riaz, (MDAD) | Daniel Clint, (MDAD) | Carol Wilson, (DTPW) | Bernardo Bieler, (RER) | | | | | |
| | 45 | 40 | 45 | 45 | 220 | | | | |
| | 17 | 15 | 18 | 20 | 88 | | | | |
| | 16 | 15 | 15 | 15 | 77 | | | | |
| Tie-Breaker (CSC Ords)-Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A. 5. SURVEYING AND MAPPING, LLC (NON-LOCAL) - Disqualified | 4 | 4 | 5 | 5 | 22 | | | | |
| | 5 | 3 | 5 | 5 | 23 | | | | |
| | 87 | 77 | 83 | 90 | 430 | | | | |
| | 2 | 3 | 1 | 3 | | | 8 | 3 | 3 |
| | | 3 | 1 | 30 | | 263 | | | |
| Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores | | | | | | | | | |
| 5. SURVEYING AND MAPPING, LLC (NON-LOCAL) - Disqualified | | | | | | | | | |
| Jorge Vitar, Non-Voting Chairperson | | | | | | | | | |

Attachment D

Contractor Evaluations Report

**Capital Improvements Information System****Contractor Evaluations Report (All Contracts)**

| <u>Dept</u> | <u>Contract</u> | <u>Type</u> | <u>Contractor / Architect Name</u> | <u>Date</u> | <u>Rater</u> | <u>Period</u> | <u>Rate</u> |
|-------------|--------------------|-------------|------------------------------------|-------------|--------------|-------------------------------|-------------|
| AV | <u>E10-MDAD-03</u> | PSA | <u>GPI GEOSPATIAL INC</u> | 3/25/2022 | Isaac Smith | Completion of study or design | <u>3.1</u> |
| AV | <u>E15-MDAD-01</u> | PSA | <u>GPI GEOSPATIAL INC</u> | 3/25/2022 | Isaac Smith | Completion of study or design | <u>3.0</u> |

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.1

Attachment E

A&E Firm History Report

Vendor Profile: Contracts

| | | | | | | | | | |
|--------------------|-------------------|---------|-----------------|-------------------|----------|----------------|------------------|-------------|-------------|
| General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Certifications | Contracts | Concessions | Site Visits |
| Workforce Comp/EEO | EDP Registrations | Reports | | | | | | | |

GPI Geospatial, Inc

System Vendor Number: 20091952

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

| Actions | Contract Number & Title | Prime Contact | Status | Dates | Award Amount | Paid Amount |
|---------------------------------|--|---|--------|-------------------------------|---------------------|--------------------|
| View | E15-PWWM-07_0012: NF-MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES | Frank Paruas (change) | | 12/6/2016 to 12/5/2019 | \$0 | \$0 |
| View | E15-MDAD-01: NF-PHOTOGRAMMETRIC MAPPING AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES | larelis Hall (change) | | 5/17/2016 to 5/16/2020 | \$7,057,600 | \$3,015,486 |
| View | E10-MDAD-03: NF-PHOTOGRAMMETRIC MAPPING, LIGHT DETECTION, AND RANGING (LIDAR) SERVICES (SIC 871) | larelis Hall (change) | Closed | 10/4/2011 to 10/19/2015 | \$7,166,250 | \$2,408,040 |
| View | PA-PO118-2: ORTHOPHOTOGRAPHIC SERVICES | Frank Paruas (change) | | 12/4/2018 to 5/30/2020 | \$271,978 | \$271,298 |
| View | ABCW1800296: Photogrammetric Mapping, LIDAR | Stacey Russell (change) | | 5/17/2021 to 5/16/2022 | \$0 | \$0 |
| Number of contracts as prime: 5 | | | | | \$14,495,828 | \$5,694,825 |

Contracts as Subcontractor

| Actions | Contract Number & Title | Sub Contact | Status | Prime | Current Subcontract | Paid Amount |
|---|--|---|--------|-------------------------------------|---------------------|-------------|
| View | E15-PWWM-07_0001: NF-MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES | Frank Paruas (change) | | LAND & SEA SURVEYING CONCEPTS, INC. | \$0 0.00% | \$0 |
| View | E15-PWWM-07_0021: NF-MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES | Frank Paruas (change) | | Atkins North America, Inc. | \$0 0.00% | \$0 |
| Number of contracts as subcontractor: 2 | | | | | \$0 | \$0 |

January 2, 2020

To whom it may concern,

Effective July 1st, 2017, Aerial Cartographics of America, Inc. (ACA) changed the name of the firm to GPI Geospatial, Inc.

We are committed to remaining as a premier provider of remote sensing mapping services within the Transportation, Planning, Design, Construction and Government communities.

Our new internet address will be www.gpinet.com//geospatial

Our email addresses will change to the domain @gpinet.com

The company will continue to operate in its current structure, and your contacts will remain unchanged. Other than these visible changes, there are no change in ownership, FEID number (45-05355502) and no change in staff. Our office location, phone, and fax numbers will remain the same.

Should you have any questions regarding this name change, please feel free to contact Steven Kuda at skuda@gpinet.com, or in the office at 407-937-0889 or Paul Badr at pbadr@gpinet.com, or in the office at 704-251-8402.

Sincerely,

GPI Geospatial, Inc.



Paul A. Badr, CP, PLS, PS, SP
President




MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(1)
7-7-22

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GPI GEOSPATIAL, INC., FOR PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES, CONTRACT NO. E20-MDAD-03 IN AN AMOUNT NOT TO EXCEED \$8,298,193.75 FOR A TERM OF FIVE YEARS WITH ONE ONE-YEAR OPTION TO RENEW PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISION 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 this Board hereby approves the award of the Professional Services Agreement to GPI Geospatial, Inc., for Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LiDAR) Services, Contract No. E20-MDAD-03, in an amount not to exceed \$8,298,193.75 for a term of five years with one one-year option to renew period, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provision contained therein.

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

Jose “Pepe” Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 2022. 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.

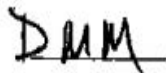
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray



**PROFESSIONAL SERVICES AGREEMENT FOR
PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC,
PLANIMETRIC AND
LIGHT DETECTION AND RANGING (LIDAR) SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT
CONTRACT NO. E20-MDAD-03**

This AGREEMENT made as of the ____ day of ____ in the year 2022, between

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

**and the
Consultant:** **GPI Geospatial, Inc.
3051 E Livingston St, Suite 300
Orlando, Florida 32803**

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

For the Project: **Photogrammetric Mapping, Topographic, Planimetric and
Light Detection and Ranging (LIDAR) Services**

This project is being processed under Section 2-285.2 of the Miami-Dade County Code entitled Miami-Dade Aviation Department (MDAD) Capital Improvements Acceleration Ordinance No. 19-122.

The scope of work provides for professional services to be performed for the ongoing need of photogrammetric, topographic, planimetric mapping and Light Detection and Ranging (LiDAR), Building Information Modeling (BIM) and 3D printing, Geographical Information System (GIS) services, Subsurface Utility Engineering (SUE) services, as well as terrestrial mobile and static LiDAR services 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"). The GIS coverage area includes MIA, all General Aviation Airports, as well as all the current and future owned MDAD properties and Facilities.

These services may include but may not be limited to aerial

Contract No. E20-MDAD-03

photography, ground control, topographic mapping, planimetric mapping, airspace mapping, cross-sections, raster imagery, orthophoto products, photographic prints, global positioning system (GPS) survey data, and topographic LiDAR services. Specialty services will include building interior static scanning and BIM and SUE locations, and construction layout. All data provided to MDAD must be compliant with the current Federal Aviation Administration ("FAA") guidelines and be compatible with MDAD's GIS database.

During the term of the two professional service agreements awarded for ISD Project No. A18-MDAD-01, Capital Improvement Program (CIP) Specialized Services, the selected Prime firms under such Agreements will be precluded from participation in any team recommended for award for any capital improvement project at any MDAD facility. Subconsultants of the Prime firms awarded under ISD Project No. A18-MDAD-01 may compete to participate in a future CIP project, as a Prime or Subconsultant, if such project will not be managed by their respective team under ISD Project No. A18-MDAD-01.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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W I T N E S S E T H

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Services in this Agreement, which the Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR 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.
- 1.3 **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.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for funding a portion of the Services or Inspector General Services.
- 1.5 **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.
- 1.6 **CONSULTANT:** The named entity on page 1 of this Agreement.
- 1.7 **DAYS:** Reference made to Days shall mean consecutive calendar days.
- 1.8 **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD") is a department of Miami-Dade County and represented by and acting through his/her 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 of 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 **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

- 1.11 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.12 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.13 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed
- 1.14 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.
- 1.15 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the Services.
- 1.16 REIMBURSABLE EXPENSES: Those expenses delineated in this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be billed at actual costs with supporting documentation.
- 1.17 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. A Service Order may not modify, waive or alter any provision of this Agreement.
- 1.18 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement as directed and authorized by the Owner.
- 1.19 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.
- 1.20 WORK: All matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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 the information listed in the Special Provisions.
- 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 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 and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally 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, as may be amended, 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, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Consultant shall not be issued any Service under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. 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.

The Consultant shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. 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 the Miami-Dade Aviation Department Risk Management Unit.

3.2.1 The Consultant shall provide (at its own cost):

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. 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.

- c. Commercial General 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.
- d. 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 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

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 Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

- 3.2.3 The Consultant and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

- 3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the Consultant shall agree as to their respective responsibilities and actions in this regard.

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its

agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Consultant from liability under any portion of this Contract.

3.2.7 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 Contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Consultant.

3.3 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Consultant will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.

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, etc., necessary to complete said Services.

3.5 SUB-CONSULTANTS: 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 change any Sub-consultant without prior approval by the Director 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 for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Consultant to the Owner. 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.

The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. 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. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Consultant.

- 3.6 TERM OF AGREEMENT: This term of this Agreement shall be for five (5) years with one separate one (1) year option 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. The Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for the convenience of the Consultant, without cause.

- 3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs the same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a sub-consultant contract. In addition, a violation by the Consultant or a sub-consultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See www.miamidade.gov/ao/home.asp).

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 consultant(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 written 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.

3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, 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, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

3.7.3 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 violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. 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".

3.7.4 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.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 8 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub-consultant to the Consultant, or failure to comply with Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide photogrammetric, topographic, planimetric mapping and Light Detection and Ranging (LiDAR), Building Information Modeling (BIM) and 3D printing, Geographical Information System (GIS) services, Subsurface Utility Engineering (SUE) services, as well as terrestrial mobile and static 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.

3.9.2 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.

3.9.3 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.

3.10 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 another consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.11 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 cost 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 costs 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 three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.12 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 contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- (1) If this contract 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 contract 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 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 or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). 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 contract.

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 contract. 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 Contract, 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.

3.13 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 is 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 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 component 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.

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

3.14.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the CONSULTANT and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR Parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 CFR 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 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed consultant who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; 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 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL, 33152-1550.

- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the Consultant's current Federal Income Tax Return

- 3.14.6 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 which may include, but is not limited to:
- 3.14.6.1 Each employee of the consultant and subconsultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.
 - 3.14.6.2 The Consultant and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
 - 3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that 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 STANDARD OF CARE: Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Consultant shall perform its services to the standard of care of a reasonable Consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.
- 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 that arise that might affect the performance of the Services or of the Work.
- 3.18 SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:
- 3.18.1 The Consultant acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to

Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.

- 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's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.
- 3.18.3 The Consultant shall be responsible for requesting MDAD issue identification badges to all employees whom the Consultant requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the Consultant, upon final acceptance of the Work, or termination of this Contract. The Consultant will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 3.18.4 All employees of the Consultant, or Subconsultants, who must work within MDAD Secured/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. 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. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the Consultant must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non- photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.18.5 Consultant Ramp Permits will be issued to the Consultant authorizing vehicle entrance to the Airfield Operations Area (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 the Subconsultant) 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 Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Consultant shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

3.18.7 Only Consultant management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. 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 Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

3.18.8 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, 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 failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

- 3.18.8.1 The Consultant acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
- 3.18.9 The Consultant understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Consultant understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services 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 Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Consultant.
- 3.18.11 Notwithstanding, the specific provisions of this Section, 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/ CBP/FAA.
- 3.18.12 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.
- 3.18.13 The Consultant agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, 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, CBP, FAA, or the MDAD upon the Consultant's Subconsultants, 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 there from, such costs to include reasonable attorneys' fees.

- 3.18.14 In addition to the foregoing, the Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.
- 3.18.15 The employee(s) of the Consultant shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Consultant, 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 County as a result of the County, electing to retain or utilize such other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Exhibit 3, attached hereto and made a part hereof, 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 has 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, 15.02 Surveying and Mapping Aerial Photogrammetry, and 15.03 Survey and Mapping – Underground Utility Location. 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 Subconsultants), 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 Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants'

misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Subconsultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant'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 Subconsultant 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.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 CONSULTANT PERFORMANCE EVALUATION: In accordance with Administrative Order 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 2-8.10.4.01, of the Miami-Dade County Code, the time at

which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar 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 Mayor, 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(y) of the Code of Miami-Dade County, The Ethics Commission shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, contractors, consultants and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff" shall mean any employee and/or principal of an independent contractor, subcontractor (of any tier), consultant or sub-consultant (of any tier), designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designee shall seek a recommendation from the Executive Director of the Ethics Commission. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Contractor, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

- 3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump-sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.29 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.30 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.31 ACCESS TO PUBLIC RECORDS: The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

- 3.32 ASPIRATIONAL POLICY REGARDING DIVERSITY: Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

ARTICLE 4

SERVICES TO BE PERFORMED

- 4.1 SCOPE OF SERVICES: The scope of work provides for professional services to be performed for the ongoing need of photogrammetric, topographic, planimetric mapping and Light Detection and Ranging (LiDAR), Building Information Modeling (BIM) and 3D printing, Geographical Information System (GIS) services, Subsurface Utility Engineering (SUE) services, as well as terrestrial mobile and static LiDAR services 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"). The GIS coverage area includes MIA, all General Aviation Airports, as well as all the currently and future owned MDAD properties and Facilities.
- 4.2 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 (GPS) survey data, and topographic LiDAR services. Specialty services will include building interior static scanning and BIM, as well as SUE locations and construction layout. All data provided to MDAD must be compliant with the current Federal Aviation Administration ("FAA") guidelines and be compatible with MDAD's 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 3-inch ground sample distance (GSD) with a horizontal accuracy of 0.61 feet at 95% confidence, 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 Aerial Lidar
- 4.2.3 Provide LiDAR, as required to meet the following baseline specifications:

Data Resolution: The number of returns of the LiDAR sensor shall be adequate to create high-quality bare earth surfaces and to support the production of topographic maps. The LiDAR aggregate nominal pulse spacing shall be 30 points per square meter (ppsm) or greater.

Data Accuracy: The relative vertical accuracy for LiDAR swath data shall have a smooth surface repeatability of 3cm or less Root Mean Square Error (RMSE). Vertical accuracy swath to swath accuracy shall meet the 95-percent confidence level for non-vegetated data for 0.05m or less.

Non-vegetated (NVA) vertical accuracy of the final lidar surface shall meet an RMSEz of 5 cm (0.16 feet)

Standards: The production standards shall meet or exceed the United States Geological Survey (USGS) LiDAR Base Specification for data classification and accuracy testing.

LiDAR collection of data and image capture shall occur in conjunction or close to the time of acquisition of the aerial photography to properly reflect the images taken with the data collection, preferably on the same day.

4.2.4 Surveying Ground Control

Provide necessary ground control established by a State of Florida registered Land Surveyor. As directed, set ground control for survey activities tied into the Florida State Plane Coordinate System and/or Airport Coordinate System. Horizontal values will be referenced to the Florida State Plane Coordinate System, East Zone, and North American Datum of 1983, adjustment 1990 (NAD 83 (2011)). All horizontal control will be second-order class or better or ~~or~~. Elevation values will be referenced to North American Vertical Datum of 1988 (NAVD 88), Geoid 18. All vertical control will be established using differential leveling for task work orders that require accuracy better than 0.10 ft. Tasks that do not require this level of accuracy should utilize GPS equivalent third-order class or better. If a specific project requires a different system, it will be stated in the Service Order.

4.2.5 Topographic Mapping

Provide topographic mapping with horizontal accuracy of 0.50 feet at the 95% confidence interval and horizontal accuracy of 1.22 feet at the 95% confidence interval with half-foot contour intervals with an RMSEz of 0.16 feet 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.

4.2.6 Planimetric Mapping

Provide controlled aerial, digital planimetric mapping with a horizontal accuracy of 0.61 feet at the 95% confidence interval and above, as required. Field review of the data will be performed. Topographic mapping may include ALP Mapping and Runway length verification.

4.2.7 Airspace Mapping and Obstruction Surveys

Provide computer-generated contours of FAA imagery surface contours, aircraft approach, and departure slopes based on Federal Aviation Regulations (FAR) Part 77 and FAR Terminal Instruments Procedures (TERPS) criteria. Provide computations, elevations, and computer-generated three-dimensional views of slopes and conical surfaces.

4.2.8 Cross Sections

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

4.2.9 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.

4.2.10 Orthophoto Products

Provide orthophotos of runways, taxiways, aprons, and roadways, as directed. Provide overlay of proposed template, as required.

4.2.11 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.

4.2.12 Global Positioning System

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

4.2.13 Analytic Aerial Triangulation Services

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

4.2.14 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 horizontal accuracy at the 95% confidence interval - and/or 5 feet at the horizontal accuracy at the 95% confidence) 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, if required.

4.2.15 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, street/road pavement centerlines, large building footprints, small building centroids, water bodies, and railways for the specified project area and specified horizontal accuracy (1-foot horizontal accuracy at the 95% confidence interval - and/or 5 feet at the horizontal accuracy at the 95% confidence)).

- 4.2.16 Creation of Multi-Resolution Seamless Image Database (MrSID®) Format files from digital orthophotography images at the specified compression ratio.

4.3 Laser Scanning and 3D Building Information Modeling (BIM)

- 4.3.1 The field laser scanning devices may be handheld, tripod-mounted, or on a spatial scanning cart. The 3D point cloud data shall be tied to the local airport control and match the horizontal and vertical datums. All point cloud information will be a part of the final deliverables.
- 4.3.2 The Revit model shall be constructed with the data acquired in the scanning process and validated with the existing building documents. The structural grid and components shall be validated prior to the commencement of modeling. The Consultant shall use both the scanned point cloud, imagery capture and existing documents to accurately develop a 3D Revit model while maintaining spatial accuracy.
- 4.3.3 The model shall provide at a minimum a level of development (LOD) 300 specifications. Model elements shall include structure and mechanical objects, such as walls, windows, doors, ceiling and lighting systems, fire alarms and protection, casework and built-in appliances, plumbing fixtures, interior and exterior storefront facades, escalator and elevator features, columns, slabs, beams, furniture, and utility features, such as HVAC, water, sewer, communication, lighting, power, drainage, and other visible utility systems.

4.4 Subsurface Utility Engineering (SUE)

- 4.4.1 The Consultant's team shall be able to provide on-call and as-needed SUE services, efforts to include both designating (Quality Level B) and locating (Quality Level A) efforts as defined by the CI/ASCE 38-02 publication Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- 4.4.2 The Consultant's team shall provide all necessary equipment and support personnel, including surveying capability, to secure the data in the prescribed format appropriate to the associated quality level.

The Consultant shall provide all traffic control and maintenance

required to perform that work. Traffic control and maintenance shall be performed in accordance with Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD).

4.5 As-Built Survey

Provide accurate quantity and as-built surveys of newly constructed facilities. Surveys can be performed using traditional ground-based

- 4.5.1 methods or utilizing remote sensing applications. Deliverables would include paper as-built maps, BIM updates, point cloud database updates, and other electronic deliverables.

4.6 Construction Layout

- 4.6.1 Provide construction layout services for the support of new construction projects and future airport improvement visualization. The Consultant shall be available for independent field checks of staking work to verify the integrity of the horizontal and vertical positions of the field stakes. All positions staked in the field shall be checked against the computed positions, and the results recorded and delivered in an electronic stakeout report.

4.7 Airports Data and Information Portal (ADIP)

- 4.7.1 Provide GIS support and database updates for airport modernization needs. Efforts may include planning and outreach, data collection, programming and systems development, policy development, and GIS tool development. Tool development may include the Electronic Airport Layout plans (eALP), airspace analysis modules, modifications to standards, runway safety, airport design tools, pavement management, grants, and Passenger Facility Charge (PFC) data.

4.8 Terrestrial Mobile LiDAR (TML)

- 4.8.1 The Consultant shall provide terrestrial mobile LiDAR of mobile laser scanners in combination with Global Navigation Satellite System (GLONASS) receivers, Inertial Measurement Unit (IMU), and Distance Measurement Instrument (DMI) to produce accurate and precise geospatial data from a moving terrestrial platform for high-accuracy design surveys. Equipment shall be suitable for survey-grade operations and simultaneously collect imagery and video.

Targeting, acquisition, and processing procedures shall meet the Florida Department of Transportation's Surveying and Mapping Handbook guidelines. Equipment operations may occur within both landside and airside areas, and the respondent shall show adequate experience in similar working conditions.

Anticipated TML Accuracies

Horizontal 0.06' RMSE on pavement, 0.20' off pavement

Vertical 0.06' RMSEz on pavement, 0.20' off pavement

4.9 STANDARDS.

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

4.9.1.1 Digital mapping accuracy of well-identified vertical features in the mapping will be measured to a vertical positional accuracy of 0.16 feet at the 95% confidence interval. The horizontal accuracy of well-identified features will be measured to a horizontal positional accuracy of 0.60 feet at the 95% confidence interval. If there is a different standard than is required by this article, it will be stated in the Service Order.

4.9.1.2 Ninety percent (90%) of the well-defined ground features represented on orthophotos will be within the requested accuracy as per ASPRS Standards.

4.9.1.3 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 as per ASPRS Standards.

4.9.2 The Department will provide computer-Aided Design and Drafting (CADD) layering standards.

4.9.3 Photographic Standards

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

- 4.9.3.2 Crab will not exceed 5 degrees (5°) between any two (2) consecutive photographs or exceed three degrees (3°) on anyone (1) flight line. New photography will be acquired at the earliest opportunity to replace any photographs or flight lines that don't meet these specifications.

Sidelaps will average 30 percent (30%), ± 5 percent. Any adjacent negatives with sidelap of less than 25 percent (25%) or

- 4.9.1.1 more than 35 percent (35%) will be rejected, and the affected flights will be re flown at the earliest opportunity.

- 4.9.1.2 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.

- 4.9.1.3 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.

4.10 DELIVERABLES.

- 4.10.1 All digital mapping for MDAD will be delivered in Computer-Aided Design software AutoCAD 2018 and Revit Building Information Modeling Software format or latest AutoCAD and Revit versions 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.

- 4.10.2 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 camera use), analytic aerial triangulation, digital elevation model development, digital orthophotograph development, planimetric updates. Flight line maps and a camera calibration report will be delivered for aerial photography services.

- 4.10.3 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
- 4.10.4 Analytic triangulation report will be delivered for Fully Analytical Aerotriangulation (“FAAT”) services.
- 4.10.5 For GIS projects, if applicable, Digital Elevation Model (DEM) files including the *X,Y,Z* values will be delivered in Florida State Plane East Zone coordinates, NAD 83(2011), and elevations in NAVD 88, Geoid 18. The vendor will work with MDAD to select the format in conformance with the GIS software and version that MDAD uses, which includes, but is not limited to, Aeronautical Reconnaissance Coverage Geographical Information System (ArcGIS), ArcGIS Server, ArcSDE or, AutoCAD and REVIT. Furthermore, the software deliverables will have to interface and be compatible with new releases as well.
- 4.10.6 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 and REVIT. Furthermore, the software deliverables will have to interface and be compatible with new releases as well.
- 4.10.7 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.
- 4.10.8 Digital orthophotography images will be delivered in Geographic Tagged Image File Format (GeoTiff), Tagged Image File format (TIF) (with world files), or MrSID® or any other specified format using external hard drives as the interchange media. Backups in DVDs or Universal Serial Bus Drive (USB) may also be required.
- 4.10.9 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 MDAD uses, which

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

4.10.10 For all MDAD deliverables, all raster imagery must be in compliance with FAA Advisory Circular (AC) 150/5300-18B and 150/5300-17C, or latest version(s).

4.10.11 A final report sealed by a Florida Professional Surveyor and Mapper in accordance with the Florida Standards of Practice will be provided.

4.10.12 Services Requirements: In furnishing the services to perform the tasks set out in this article, the Consultant shall:

Maintain an 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.

4.10.13 The Consultant is responsible for the ownership and maintenance of all operating equipment.

4.10.14 Cooperate to the fullest extent possible with the Department and the FAA and/or other regulatory agencies, as applicable, in the scheduling and coordination of all phases of the work.

4.10.15 Report the status of the work to the Department upon reasonable request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the reasonable inspection of the Department.

4.10.16 Submit for Department's review computations, sketches, and other data representative of the work's progress at the percentage stages of completion, which may be stipulated in the applicable Service Order. Submit for Department's approval the final products upon the incorporation of any modifications by the Department.

4.10.17 Confer with the Department as the project required, during the implementation of projects for which the Consultant has provided photogrammetric or other services for the interpretation of plans and other documents, correction of errors, omissions, and so forth. The Consultant shall not be compensated for correcting errors and omissions caused by the Consultant.

- 4.10.18 In times of an emergency, such as a hurricane or other unforeseen occurrence, the Consultant shall provide a maximum twenty-four (24) hour initial response to provide necessary services to assess the damage and provide the 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.

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. The Consultant agrees that all such services can be provided within the awarded amount of this Agreement.

5.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Services, and Additional Services and Reimbursable Expenses performed shall not exceed EIGHT MILLION TWO HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$8,298,193.75) and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

5.1.1 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 1 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.

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

5.1.4 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 1 to this Agreement.

- 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 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Consultant shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Consultant shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to

each sub-contractor/sub-consultant via BMWS. The Consultant shall be responsible for reporting all payments to sub-contractors and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. 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.

- 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 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

- 5.8 MAXIMUM PAYABLE ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Consultant for Allowance Account Services payable on this Project shall not exceed **SEVEN HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED NINETY THREE DOLLARS AND SEVENTY-FIVE CENTS (\$773,193.75)**. 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.

- 5.9 **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 **SEVEN HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$752,500,000.00)**, may be used by the Owner for unforeseen conditions. 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 **INSPECTOR GENERAL AUDIT ACCOUNT:** An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **TWENTY THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$20,693.75)**. 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.
- 5.11 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The Total Authorized Amount for this Agreement is **EIGHT MILLION TWO HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$8,298,193.75)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.
- 5.12 **MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES:** The aggregate sum of all payments to the Consultant for Reimbursable Expenses are included in Sub-article 5.1 and during the Term of this Agreement.

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 or gender expression or 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 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, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Consultant shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** 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, Nondiscrimination 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 nondiscrimination 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 Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services 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 the Termination of Agreement section hereof.

6.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as a victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services 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 it 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 Contract terminable in accordance with the Termination of Agreement section 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 Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

6.6 **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].
- 6.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Contract Participation Form, SBE Utilization Form and Letters of Intent (Exhibit 4) as presented in the Consultant's Proposal for the Project.

The Director may declare the Consultant in default of this agreement for the failure of the Consultant to comply with the requirements of this paragraph.

ARTICLE 7

SPECIAL PROVISIONS

7.1 At any time during the term of this Agreement Owner can require the Consultant 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 Article 5 "Reimbursable Expenses" of this Agreement.

7.2 The CONSULTANT shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

7.3 Pursuant to Article 6.7, the contract measures for this Agreement is:

Small Business Enterprise (SBE-CONSULTANT) 2% Goal

Small Business Enterprise (SBE) Program for the Purchase of Goods and Services (SBE-G&S) 1% Goal

7.4 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 because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which is subject to federal regulations.

7.5 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Terminal Optimization Program ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest, including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the Consultant : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when

performing work under the contract, the Consultant may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Sub-consultants: firms under contract with the Consultant under this Agreement.

3. Certification of no organizational conflict of interest

The Consultant: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Consultant's certification to the County that the Consultant or its subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the Consultant may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The County may also require the Consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Consultant or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The Consultant and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Consultant /subconsultants' failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the Consultant or its subconsultants compete for award, the Consultant and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Consultant offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where

such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

4. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Consultant, and shall be made in the County's sole and complete discretion.

5. Measures to address organizational conflicts of interest

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Consultant and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Consultants or subconsultant or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Consultant or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

6. Documentation and evaluation

The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The

County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

7. Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the Consultant cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Consultant being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the Consultant or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

7.6 ACCESS TO RECORDS AND REPORTS: The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

7.7 GENERAL CIVIL RIGHTS PROVISIONS: The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

7.8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. Overtime Requirements

No Consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United

States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or sub-consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Sub-consultants

The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the sub-consultant to include these clauses in any lower-tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-consultant or lower-tier sub-consultant with the clauses set forth in paragraphs 1 through 4 of this section.

- 7.9 CLEAN AIR AND WATER POLLUTION CONTROL: Consultant and sub-consultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant and sub-consultant agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Consultant and sub-consultant must include this requirement in all subcontracts that exceed \$150,000.

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will

notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

7.10 CIVIL RIGHTS TITLE VI ASSURANCES:

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts/Sub consultants, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub-consultant or procurement as the sponsor, or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into litigation to protect the interests of the United States.

7.11 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 7.12 FEDERAL FAIR LABOR STANDARDS ACT: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in the full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 7.13 ENERGY CONSERVATION REQUIREMENTS: Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).
- 7.14 TRADE RESTRICTION CERTIFICATION: By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:
 - a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors to provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or;
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or;
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct

through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

7.15 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7.16 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower-tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower-tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7.17 VETERAN'S PREFERENCE: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

7.18 DISTRACTED DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in the performance of work activities associated with the project.

- 7.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 7.20 DISADVANTAGED BUSINESS ENTERPRISES: Contract Assurance - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar 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 Mayor, 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.

- 7.21 CERTIFICATION REGARDING LOBBYING: The Proposer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.22 TITLE VI SOLICITATION NOTICE: MDAD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.23 COPELAND "ANTI-KICKBACK" ACT: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner a weekly statement on the wages paid to each employee performing on covered work during the prior week. The Owner must report any violations of the Act to the Federal Aviation Administration.

7.24 EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, and provide notices setting forth the provisions of this nondiscrimination

clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order 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, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contract Provisions Issued on January 29, 2016 Page 45 AIP Grants and Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.25 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21,

2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, CONSULTANT shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the CONSULTANT's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to CONSULTANT, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, CONSULTANT shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the CONSULTANT shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the CONSULTANT does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

- 7.26 Notwithstanding and prevailing over any other provision of this Agreement to the contrary, the County Mayor or County Mayor's designee may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided, however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements, or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Agreement and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract are subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such event, the Consultant shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Consultant is eligible for payment for any work done prior to failure of the ratification, in accordance with Article 8 of 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.



ATTEST:

Secretary: Michael J. Buoncore
Signature and Seal

Michael J. Buoncore
Type Name

CONSULTANT (CORPORATION)

GPI Geospatial, Inc.

Legal Name of Corporation

By: Paul A. Badr
Consultant - Signature

Paul A. Badr, President / Geospatial Division
Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

Assistant County Attorney

**Approved as to form
and legal sufficiency**

EXHIBIT 1

Fee Schedule

Contract No. E20-MDAD-03

| EXHIBIT 1 | | |
|--|---------|----------------|
| E20-MDAD-03 Photogrammetric Mapping and LiDAR Services | | |
| MIAMI-DADE COUNTY, FLORIDA | | |
| Date: 1/13/2022 | | |
| Aerial Photography Services Items | Unit | Price Per Unit |
| Item A: Acquisition (Includes aircraft, labor and sensor): | | |
| 1 Fixed Wing, Take Off to Landing (Digital) | Hour | \$1,522.50 |
| Item B: Digital Imagery Processing (per exposure): | | |
| 2 0 to 50 Exposures Color | Each | \$25.20 |
| 3 51-70 Exposures Color | Each | \$23.63 |
| 4 71-100 Exposures Color | Each | \$22.05 |
| 5 101-125 Exposures Color | Each | \$19.95 |
| 6 126-150 Exposures Color | Each | \$18.38 |
| 7 151-200 Exposures Color | Each | \$16.80 |
| Item B2: Aerial Triangulation (per exposure, includes External Orientation generation): | | |
| 8 Aerial Triangulation | Each | \$108.15 |
| Item C: Airport Photogrammetric and LiDAR 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 | | |
| 9 2D Digitized Planimetric Features (1ft @ 95% NSSDA) | Acre | \$104.48 |
| 10 2D Digitized Planimetric Features (2.5ft @ 95% NSSDA) | Acre | \$86.10 |
| 11 3D Surface Mapping (+/- 0.25ft vertical accuracy) | Acre | \$210.00 |
| 12 3D Surface Mapping (+/- 0.5ft vertical accuracy) | Acre | \$157.50 |
| Moderate Urban / Suburban Topo features | | |
| 13 2D Digitized Planimetric Features (1ft @ 95% NSSDA) | Acre | \$84.00 |
| 14 2D Digitized Planimetric Features (2.5ft @ 95% NSSDA) | Acre | \$69.83 |
| 15 3D Surface Mapping (+/- 0.25ft vertical accuracy) | Acre | \$183.75 |
| 16 3D Surface Mapping (+/- 0.5ft vertical accuracy) | Acre | \$131.25 |
| Rural topo features | | |
| 17 2D Digitized Planimetric Features (1ft @ 95% NSSDA) | Acre | \$47.78 |
| 18 2D Digitized Planimetric Features (2.5ft @ 95% NSSDA) | Acre | \$57.23 |
| 19 3D Surface Mapping (+/- 0.25ft vertical accuracy) | Acre | \$157.50 |
| 20 3D Surface Mapping (+/- 0.5ft vertical accuracy) | Acre | \$105.00 |
| Item D: Digital Orthos (Airports / Small Projects) - Note: Acquisition and control not included. See Item A. | | |
| Color (RGB-3 band and RGB-4 band) | | |
| 21 0.25 ft pixel (0.61ft @ 95% NSSDA) | Sq Mile | \$980.18 |
| 22 0.25 ft pixel resampled to 1 ft pixel Imagery (additional to Line 21) | Sq Mile | \$9.00 |
| 23 0.5 ft pixel (1.23ft @ 95% NSSDA) | Sq Mile | \$592.20 |
| 24 1 ft pixel (2.45ft @ 95% NSSDA) | Sq Mile | \$205.80 |
| Item D1: DEM Creation (Compiled Photogrammetrically by GPI-per model) | | |
| 25 Dense Urban | Each | \$687.90 |
| 26 Moderate / Suburban | Each | \$550.32 |
| 27 Rural | Each | \$275.16 |
| Item D2: DEM Edits (Existing DEM-per model) | | |
| 28 Dense Urban | Each | \$412.74 |
| 29 Moderate / Suburban | Each | \$275.16 |
| 30 Rural | Each | \$137.58 |

| Aerial LiDAR Services Items | | Unit | Price Per Unit |
|--|--|-------------|-----------------------|
| Item E: Aerial LiDAR Mission Planning - Per mission | | | |
| 31 | Aerial LiDAR Mission Planning | Each | \$984.40 |
| Item F: Aerial LiDAR Acquisition (Includes aircraft, labor and sensor): | | | |
| 32 | Fixed Wing, Take Off to Landing | Per Hour | \$2,700.00 |
| Item G: Aerial LiDAR Mission Data processing | | | |
| 33 | Aerial LiDAR Data Processing-Transformation/Adjust | Sq Mile | \$996.98 |
| 34 | Aerial LiDAR Survey Report | Each | \$1,320.90 |
| 35 | Aerial LiDAR Mission Digital Imagery Processing | Sq Mile | \$441.00 |
| 36 | Aerial LiDAR Point Cloud Classification | Sq Mile | \$3,038.70 |
| Mobile LiDAR Services Items | | Unit | Price Per Unit |
| Item H: Mobile LiDAR Mission Planning - Per mission | | | |
| 37 | Mobile LiDAR Mission Planning | Each | \$984.40 |
| Item I: Mobile LiDAR Acquisition (Includes vehicle, labor and sensor): Mobilization = \$1,000 Flat Rate | | | |
| 38 | Full Day | Per Hour | \$1,600.00 |
| 39 | Partial Day | Per Hour | \$1,600.00 |
| Item J: Mobile LiDAR Mission Data processing | | | |
| 40 | Mobile LiDAR Data Processing-Transformation/Adjust | Scan Mile | \$506.10 |
| 41 | Mobile LiDAR Survey Report | Each | \$1,320.90 |
| 42 | Mobile LiDAR Mission Digital Imagery Processing | Scan Mile | \$222.60 |
| 43 | Mobile LiDAR Point Cloud Classification - Urban | Scan Mile | \$1,519.35 |
| 43.1 | Mobile LiDAR Point Cloud Classification - Rural | Scan Mile | \$886.20 |
| 44 | Mobile LiDAR Specific Surface Reporting | Each | \$1,902.60 |
| Item K: Mobile LiDAR Topographic (3D) and Planimetric (2D) Mapping | | | |
| 45 | Data Extraction - Urban | Acre | \$352.02 |
| 45.1 | Data Extraction - Rural | Acre | \$205.32 |
| 46 | Data Editing | Acre | \$98.24 |
| 47 | Data Merging from other sources | Acre | \$401.14 |
| Ground Surveying Items | | Unit | Price Per Unit |
| Item L: Labor Classification Rates | | | |
| 48 | General Land survey, Non Airport | | |
| 49 | Three Person Survey Crew | Day | \$1,933.65 |
| 50 | Two Person Survey Crew | Day | \$1,763.61 |
| 51 | General Land Surveying, Airport | | |
| 52 | Three Person Survey Crew | Day | \$2,223.71 |
| 53 | Two Person Survey Crew | Day | \$2,028.14 |
| 54 | Other surveying staff | | |
| 55 | Principal Surveyor | Hour | \$199.83 |
| 56 | Surveyor-Computer | Hour | \$121.21 |
| 57 | Draftperson | Hour | \$107.74 |
| 58 | Clerical | Hour | \$94.50 |

| Miscellaneous Services Items | | Unit | Price Per Unit |
|--|--|------------------------|-----------------------|
| Item M: Labor Classifications: Rates per Hour | | | |
| 59 | Principal | Hour | \$265.00 |
| 60 | Chief Photogrammetrist (PSM) | Hour | \$220.00 |
| 61 | Certified Photogrammetrist (CP) | Hour | \$182.00 |
| 62 | | | |
| 63 | Photogrammetric Technician | Hour | \$126.00 |
| 64 | LiDAR Technician | Hour | \$144.40 |
| 65 | Mapping (PSM) | Hour | \$220.00 |
| 66 | Orthoimagery Specialist | Hour | \$154.46 |
| 67 | Multi-Engine Aircraft Pilot | Hour | \$165.58 |
| 68 | Single-Engine Aircraft Pilot | Hour | \$129.00 |
| 69 | Aerial Sensor Operator | Hour | \$121.80 |
| 70 | Aerial LiDAR Specialist | Hour | \$134.64 |
| 71 | Mobile LiDAR Specialist | Hour | \$163.73 |
| 72 | CAD Technician | Hour | \$106.15 |
| Item N: Miscellaneous Items | | | |
| 73 | | | |
| 74 | Mr Sids Compression (Plus \$0.01 per MB for Mr Sids Royalty Fee) | Each | \$94.04 |
| 75 | Raster Image Plot File | Each | \$104.48 |
| 76 | Mosaic Digital Image into one continuous TIFF File | Each | \$63.53 |
| 77 | Rectified and Referenced Aerial Image (GeoTIFF) File | Each | \$432.60 |
| 78 | Single Raster (TIFF) file (Unrectified) | Each | \$256.20 |
| 79 | Intermediate Delivery of Planimetric Mapping | Each | \$165.90 |
| 80 | CAD Editing Services to add field gathered data | Hour | \$99.23 |
| 81 | CD/DVD/USB Flash drive | Each | \$26.25 |
| 82 | Portable Hard Drive | Each | \$105.00 |
| BIM Services Items | | Unit | Price Per Unit |
| Item O: 3-D Modeling | | | |
| 83 | Senior 3-D Survey Technician | Hour | \$185.39 |
| 84 | 3-D Survey Technician | Hour | \$128.57 |
| 85 | Senior Revit Technician | Hour | \$167.69 |
| 86 | Revit Technician | Hour | \$131.01 |
| SUE Services Items | | Unit | Price Per Unit |
| Item P: Sub-Surface Utility Engineering [SUE] | | | |
| 87 | 3-Person GPR crew | Hour (minimum 4 hours) | \$341.77 |
| 88 | 3-Person Designating Services (USL) Crew | Hour (minimum 4 hours) | \$301.56 |
| 89 | VAC TRUCK (Test Holes) | Per Hole | \$463.60 |

| GIS Services | | Unit | Price Per Unit |
|---|--|-------------|---|
| Item Q: GIS Services | | | |
| 90 | GIS Technician | Hour | \$73.13 |
| 91 | GIS Analyst | Hour | \$84.08 |
| 92 | Lead GIS Analyst | Hour | \$111.14 |
| 93 | Senior GIS Analyst | Hour | \$116.51 |
| 94 | GIS Team Leader | Hour | \$123.85 |
| 95 | GIS Domain Expert | Hour | \$146.93 |
| 96 | GIS Program Manager | Hour | \$168.00 |
| 97 | GIS Senior Project Manager | Hour | \$212.00 |
| UAS Services Items | | Unit | Price Per Unit |
| Item R: Aerial (UAS) Mapping | | | |
| 98 | UAS Imagery Acquisition (Camera only) | Day | \$750 for first 20 minute Mission and \$425 Per for every 20 minute Mission thereafter. |
| 99 | UAS Imagery Acquisition (Camera and Lidar) | Day | \$1,500 for first 20 min Mission and \$850 Per for every 20 minute Mission thereafter. |
| 100 | UAS Certified Remote Pilot in Command (PIC) | Hour | \$172.55 |
| 101 | UAS Aircraft Controller | Hour | \$116.73 |
| 102 | UAS Visual Observer (VO) | Hour | \$76.13 |
| 103 | | | |
| 104 | UAS Aerial Lidar Specialist | Hour | \$134.64 |
| 105 | Cartographer | Hour | \$113.57 |
| 106 | Aerial Survey Analyst One | Hour | \$91.35 |
| 107 | Aerial Survey Analyst Two | Hour | \$111.65 |
| 108 | Aerial Survey Analyst Three | Hour | \$134.64 |
| 109 | | | |
| Printing and Mounting Services Items | | Unit | Price Per Unit |
| Item S: Printing and Mounting Services | | | |
| 110 | Unmounted enlargements Paper Color Photo Enlargement (20" x 24") | Each | \$22.50 |
| 111 | Unmounted enlargements Paper Color Photo Enlargement (24" x 24") | Each | \$27.00 |
| 112 | Unmounted enlargements Paper Color Photo Enlargement (36" x 36") | Each | \$60.75 |
| 113 | Unmounted enlargements Paper Color Photo Enlargement (36" x 48") | Each | \$81.00 |
| 114 | Unmounted enlargements Paper Color Photo Enlargement (36" x 60") | Each | \$101.25 |
| 115 | Unmounted enlargements Paper Color Photo Enlargement (36" x 96") | Each | \$150.00 |
| 116 | Mounted enlargements Paper Color Photo Enlargement (20"x 24") | Square Foot | \$59.50 |
| 117 | Mounted enlargements Paper Color Photo Enlargement (24"x 24") | Square Foot | \$71.40 |
| 118 | Mounted enlargements Paper Color Photo Enlargement (36"x 36") | Square Foot | \$160.65 |
| 119 | Mounted enlargements Paper Color Photo Enlargement (36"x 48") | Square Foot | \$214.20 |
| 120 | Mounted enlargements Paper Color Photo Enlargement (36"x 60") | Square Foot | \$267.75 |
| 121 | Mounted enlargements Paper Color Photo Enlargement (36"x 96") | Square Foot | \$428.40 |
| 122 | 12 x 18 Black & White Copies | Each | \$0.30 |
| 123 | 24 X 36 Black & White Copies | Each | \$1.20 |
| 124 | 30 X 42 Black & White Copies | Each | \$1.75 |
| Title Search Services | | Unit | Price Per Unit |
| Item T: Title Search Services | | | |
| 125 | Property Information Report - Per parcel | Each | \$875.00 |

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

Paul Badr, CP, PLS, PPS, SP – President

Iarelis Hall, PSM, PLS, MEM – Director

Matthew Laluzerne, PSM – Director

Michael Zoltek, LS, CP, CFeDS, GISP, PMP – Director

Scott Williams, PLS, PPS – Director

Sonja Ellefson, CP – Director

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

Frank Paruas, PSM – Project Manager
Michael Zoltek, LS, CP, CFEDS, GISP, PMP – Assistant Project Manager
Iarelis Hall, PSM, PLS, MEM – Project Director/QC Manager
Matthew Laluzerne, PSM – Regional Field Surveying Manager
Scott Williams, PLS, PPS – Remote Sensing Operations Manager
Sonja Ellefson, CP – Remote Sensing Resources Manager
Ivan Hernandez, PSM – Field Surveying Support Manager
Carlos Alegre, CST – Field Crew Coordinator
Chris Bray, CP – Photogrammetry Manager
Michael Winne, PLS, PPS – Orthophotography Manager
Sarah Stillman, CMS – Terrestrial Mobile Lidar Acquisition Manager
Mark Peterson, CUASTP – Lead Pilot
Daniel Kroeze – Static Lidar Acquisition Manager
Manuel G. Vera, PSM – SUE
Odalys Bello, PSM – UAVs
Clay D. Smith PLS, CP – Remote Sensing Support
Danielle Comley, PMP – GIS Support

EXHIBIT 4

SMALL BUSINESS ENTERPRISE PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED SBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E20-MDAD-03 Project Title: PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC, PLANIMETRIC, AND LIDAR DETECTION AND RANGING (LIDAR) SERVICES

Name of Proposer: GPI Geospatial, Inc. FEIN 45-0535502

Address: 8935 NW 35 Lane, Suite 100 City Doral State FL ZIP 33172

Telephone Number: 305-290-4997 Email address: fparuas@gpinet.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

2 % SBE-A/E, _____ % SBE-Con, 1 % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

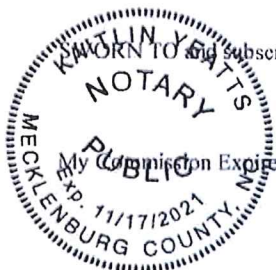
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Paul Badr, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

Subscribed before me this 19 day of May, 2021



Signature of Notary Public-State of Florida

North Carolina

AFFIDAVITS

Contract No. E20-MDAD-03

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

This sworn statement is submitted for:

PROJECT TITLE: PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC PLANIMETRIC, LIGHT DETECTION LIDAR SERVICES

PROJECT NUMBER: E20-MDAD-03

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

GPI Geospatial, Inc.

(Name of Entity)

3051 E. Livingston Street, St. 300, Orlando, FL 32803

(Address of Entity)

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

hereinafter referred to as the Entity being its

Iarelis Hall, PSM

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

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

AFF-1

Contract No. E20-MDAD-03

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

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

AFF-2

Contract No. E20-MDAD-03

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

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

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

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

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

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

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

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

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

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

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

AFF-3

Contract No. E20-MDAD-03

Affirmation of Vendor Affidavits

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

Federal Employer
Contract No. E20-MDAD-03 **Identification No. (FEIN):** 45-0535502
Contract Title: PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC PLANIMETRIC LIGHT DETECTION LiDAR SERVICES

Affidavits and Legislation/Governing Body

| | | | |
|----|---|-----|--|
| 1. | <i>Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i> | 9. | <i>Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the Code of Miami-Dade County)</i> |
| 2. | <i>Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County)</i> | 10. | <i>Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</i> |
| 3. | <i>Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the Code of Miami-Dade County)</i> | 11. | <i>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit (Section 448.095, of the Florida State Statutes)</i> |
| 4. | <i>Miami-Dade County Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the Code of Miami-Dade County)</i> | 12. | <i>Miami-Dade County Pay Parity Affidavit (Resolution No. R-1072-17)</i> |
| 5. | <i>5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the Code of Miami-Dade County)</i> | 13. | <i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit (Resolution No. R-919-18)</i> |
| 6. | <i>Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i> | 14. | <i>Office of the Inspector General (Section 2-1076 of the Code of Miami-Dade County)</i> |
| 7. | <i>Miami-Dade County Code of Business Ethics Affidavit (Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</i> | 15. | <i>Small Business Enterprises The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</i> |
| 8. | <i>Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the Code of Miami-Dade County)</i> | 16. | <i>Antitrust Laws By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</i> |

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

Pursuant to 215.473, F.S., the { GPI GEOSPATIAL, INC. } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

AFF-4

Contract No. E20-MDAD-03

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

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

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

[Signature]

(Signature of Authorized Representative)

Iarelis Hall, *PSM*

(Print Name of Authorized Representative)

Title Assistant Vice-President

Date 1/21/22

Notary Public Information

Notary Public – State of Florida County of Orange

Subscribed and sworn to (or affirmed) before me this 21st day of, January, 20 22

by Iarelis Hall He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced _____

Sarka C Bryant

Signature of Notary Public

March 31, 2025

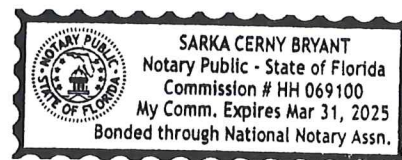
Expiration Date

HH69100

Serial Number

Print or Stamp of Notary Public

Notary Public Seal



AFF-5

Contract No. E20-MDAD-03

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

(Insert Here)



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

GPI Geospatial, Inc., as an entity contracting with the County as a condition of final payment under a contract, will identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that GPI Geospatial, Inc. 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 information may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition or invoice. Payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County.

GPI recognizes the value of partnering with local subcontractors, especially when completing projects for local government entities. To that end, GPI has partnered with local, Miami-Dade County-based subcontractors for this project. In the event there is a need for additional subcontractors, GPI will make good faith efforts to work with local firms, inviting local vendors to participate in the bidding process, providing these local vendors with access to any information necessary to prepare and formulate bids, and making GPI staff available to answer any questions regarding the specifications of the project. Any subcontracts awarded pursuant to this contract will, of course, be procured and awarded in compliance with contract requirements.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: 

Title: Assistant Vice President / Quality Assurance Director Date: 1/27/2022

Proposer's Name: GPI Geospatial, Inc.

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent GPI Geospatial, Inc.
Project/Contract Number E20-MDAD-03

FEIN # 45-0535502

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.


In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

| Business Name and Address of First Tier Subcontractor/ Sub-consultant | Principal Owner | Scope of Work to be Performed by Subcontractor/ Sub-consultant | | Principal Owner (Enter the number of male and female owners by race/ethnicity) | | Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity) | | | | | | | | | | | |
|---|-----------------|---|----------------|--|----------------|--|----------------|-------|-------|----------|---------------------------|--------------------------------------|-------|--|--|--|--|
| | | Gender | Race/Ethnicity | Gender | Race/Ethnicity | Gender | Race/Ethnicity | | | | | | | | | | |
| | | | | | | | | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other | | | | |
| | | M | F | | | M | F | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

| Business Name and Address of First Tier Direct Supplier | Principal Owner | Supplies/Materials/ Services to be Provided by Supplier | | Principal Owner (Enter the number of male and female owners by race/ethnicity) | | Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity) | | | | | | | | | | | |
|--|-----------------|--|----------------|--|----------------|--|----------------|-------|-------|----------|---------------------------|--------------------------------------|-------|--|--|--|--|
| | | Gender | Race/Ethnicity | Gender | Race/Ethnicity | Gender | Race/Ethnicity | | | | | | | | | | |
| | | | | | | | | White | Black | Hispanic | Asian/Pacific Islander | Native American/Native Alaskan | Other | | | | |
| | | M | F | | | M | F | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.


Signature of Bidder/Respondent

larellis Hall, PSM

Print Name

AVP/QC Director

Print Title

1/31/2022

Date

**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), an 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 between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR: GPI Geospatial, Inc.

FEIN: 45-0535502

PROJECT/CONTRACT NAME: Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging


PROJECT/CONTRACT NUMBER: E20-MDAD-03

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

| SUBCONTRACTOR | FEIN | CONTRACT VALUE | TOTAL AMOUNT PAID |
|--|------|-------------------|-------------------|
| Manuel G. Vera & Associates, Inc. | | \$ | \$ |
| NV5 Geospatial (Quantum Spatial, Inc.) | | \$ | \$ |
| Bello and Bello Land Surveying Corporation | | \$ | \$ |
| American Government Services | | \$ | \$ |
| DDR | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

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


Signature

Iarelis Hall, PSM/AVP
Print Name and Title

1/31/2022
Date

For Departmental Use Only

Department Signature

Print Name and Title

Date

Contractor in Compliance ☐

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida

Department of State

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

The document number of this corporation is P04000000100.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 19, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of January,
2021*



Samuel R. ...
Secretary of State

Tracking Number: 7727901148CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATE OF INSURANCE

Contract No. E20-MDAD-03



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2022

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 have ADDITIONAL INSURED provisions or 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).

| | | |
|--|--|--------------------------------|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | CONTACT NAME: Jeff Kozarsky | |
| | PHONE (A/C, No, Ext): 516-869-8788 | FAX (A/C, No): 516-470-0338 |
| INSURED GPI Geospatial, Inc. 3051 E. Livingston St, Suite 300 Orlando FL 32803 | E-MAIL ADDRESS: jkozarsky@genattgrp.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Old Republic Insurance Company | |
| | INSURER B : Starr Indemnity & Liability Company | |
| | INSURER C : XL Specialty Insurance Company | |
| | INSURER D : Westchester Surplus Line Insurance Company | |
| INSURER E : Berkley Insurance Company | | |
| INSURER F : Everest National Insurance Company | | |

COVERAGES **CERTIFICATE NUMBER:** 485410415 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------------------------|--------------------------|--------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | 1000025533211 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 1000198539211 | 12/31/2021 | 12/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| D F | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | G71780296003 XC5EX01512-211 | 12/31/2021 12/31/2021 | 12/31/2022 12/31/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 0CAV02379818 | 12/31/2021 | 12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E C | Professional Liability Property | | | AEC-905031302 UM00082200MA21A | 12/31/2021 12/31/2021 | 12/31/2023 12/31/2022 | Each Claim \$5,000,000 Aggregate \$10,000,000 Valuable Papers Limit \$150,000 |

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

(G) Inland Marine Scheduled Property - XL Specialty Insurance Company; Policy #UM00082200MA21A; Eff Date: 12/31/2021-2022; Limit \$5,610,485; Deductible \$2,500

(H) Aviation Insurance - Old Republic Insurance Company; Policy #AVC00313918; Eff Date: 12/31/2021-12/31/2022; Single Limit \$10,000,000 Bodily Injury Including Passengers and Property Damage.

Re: Contract No. E20-MDAD- 03 Photogrammetric Mapping, Topographic, Planimetric and Light Detection and Ranging (LiDAR) Services

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Primary Insurance Status See Attached...

CERTIFICATE HOLDER

| | |
|---|--|
| Miami-Dade Aviation Department P.O. Box 025504 Airside Operations Miami FL 33102 | 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: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | |
|-------------------------------|-----------|---|
| AGENCY PG Genatt Group LLC | | NAMED INSURED GPI Geospatial, Inc. 3051 E. Livingston St, Suite 300 Orlando FL 32803 |
| 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

Encompasses General Liability, Automobile & Umbrella 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. Miami-Dade Aviation Department; Miami-Dade County are included as additional insured as required by written contract.