

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2021

Contract/Lease Control #: C17-2557-AP

Procurement#: RFB AP 11-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ERMC AVIATION, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2021

Expiration Date: 04/16/2022

Description of: PREVENTITIVE MAINT BOARDING BRIDGES FOR DESTIN-FORT  
WALTON BEACH AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2021

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 Lockton Companies, LLC 8110 E. Union Ave. #700 Denver, CO 80237-2966	CONTACT NAME: Shari Gillette	
	PHONE (A/C, No, Ext): (303) 414-6050 FAX (A/C, No): ( )	
	E-MAIL ADDRESS: shari.gillette@lockton.com	
INSURED AirCo Aviation Services, LLC, DAL Global Services, LLC dba Unifi, ERMCo Aviation LLC, Scrub, LLC, Air Check, LLC, & ERMCo Commissary LLC & as shown on policy 3399 Peachtree Rd. NE, Suite 1500 Atlanta, GA 30326-1151	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Ace Property & Casualty Insurance Company	20699
	INSURER B: Underwriters at Lloyds, London	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	AVIATION GENERAL LIABILITY <input checked="" type="checkbox"/> AVIATION GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			AAP N17950289 002 & N9905849	12/21/2020	01/01/2022	EACH OCCURENCE \$500,000,000
	AVIATION PREMISES LIABILITY (SINGLE LIMIT, BODILY INJURY & PROPERTY DAMAGE)	Y					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$4,000
							PERSONAL & ADV INJURY \$50,000,000
							GENERAL AGGREGATE \$500,000,000
							PRODUCTS - COMP/OP AGG \$500,000,000
							GROUNDING LIABILITY AGG \$125,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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				PER STATUTE OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A B	HANGARKEEPERS LIABILITY (EXCL. FLIGHT) INCLUDING TAXI	Y		AAP N17950289 002 & N9905849	12/21/2020	01/01/2022	EACH AIRCRAFT \$250,000,000 EACH ACCIDENT \$500,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
As respects Destin-Fort Walton Beach Airport (VPS), the Certificate Holder is an Additional Insured as respects the aviation operations of the Named Insured at the Destin-Fort Walton Beach Airport.

Coverage includes: War Liability: \$500,000,000 agg; Contractual Liability: \$500,000,000; Cargo Liability: \$100,000,000 ea. occ; On-Airport Premises Auto Liability: \$500,000,000 ea. occ; Excess Auto Liability (off-premises): \$25,000,000 ea. occ; Excess Employers Liability: \$25,000,000 ea. occ; Fire Damage Limit: \$1,000,000 (any one fire). Includes Independent Contractors coverage & liability coverage for Mobile Equipment. Worldwide Territory.

NOTE: Aggregate limits will be reduced due to paid claims without further notice to the Certificate Holder(s). Insurance is Primary & Non-Contributory with other insurance which may be available to the Certificate Holder. Additional Insureds shall have no responsibility for any premiums, warranties or representations in connection with the insurances.

Several Liability Notice: The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

In the event of cancellation or adverse material change of the policy or policies by the Insurers, thirty (30) days written notice of such cancellation will be given to the Certificate Holder at the address stated below (10 days' notice for non-payment of premium, & 7 days' notice in the event of War).

<b>CERTIFICATE HOLDER</b> Okaloosa County Board of County Commissioners 5479A Old Bethel Rd. Crestview, FL 32536-5512	<b>CANCELLATION</b> 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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PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C17-2557AP Tracking Number: 4266-41  
Procurement/Contractor/Lessee Name: ERMIC, LLC Grant Funded: YES \_\_\_ NO X  
Purpose: amendment renewal  
Date/Term: 4-16-2022  
Department #: 4202  
Account #: 534425  
Amount: \_\_\_\_\_  
Department: Airport Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 3-15-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal bid Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**  
Approved as written: see email attached Date: 3-18-21  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: see email attached Date: 3-17-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, March 16, 2021 4:48 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: ERMCAviation, LLC contract renewal

Hey DeRita:

Whoever drafted this did a really good job. There is a quotation mark missing in the last whereas clause that needs to be added. With that revision, this renewal is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, March 15, 2021 4:33 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: ERMCAviation, LLC contract renewal

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason





## DeRita Mason

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**From:** Lisa Price  
**Sent:** Thursday, March 18, 2021 12:01 PM  
**To:** DeRita Mason  
**Subject:** RE: ERMCAviation, LLC contract renewal

Approved by Risk

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, March 15, 2021 3:33 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: ERMCAviation, LLC contract renewal

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason

**RENEWAL AND FOURTH AMENDMENT OF CONTRACT C17-2557-AP  
SECURAMERICA, LLC D.B.A. ERMC AVIATION, LLC  
FOR PREVENTATIVE MAINTENANCE TO BOARDING BRIDGES AT THE  
DESTIN - FORT WALTON BEACH AIRPORT**

This Renewal and Fourth Amendment of Contract, made and entered into this 20th day of April, 2021, hereby renews and amends the Agreement for Preventative Maintenance to Boarding Bridges at the Destin - Fort Walton Beach Airport, dated April 17, 2017, by SecurAmerica, LLC d.b.a. ERMC Aviation, LLC, ("Contractor" or "ERMC"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into a Contract Agreement, C17-2557-AP for Preventative Maintenance to Boarding Bridges on April 17, 2017 at the Destin – Fort Walton Beach Airport with the Contractor, which has a current expiration date of April 16, 2021; and

**WHEREAS**, on February 5, 2019, the Scope of Work was amended to include an on-site maintenance technician to provide 40 hours of work a week on the baggage handling system, passenger boarding bridges, GPUs, and PWCs at the Destin - Fort Walton Beach Airport; and

**WHEREAS**, the County now desires to amend the Contract Agreement by adding up to two (2) additional on-site Baggage Handling System Controls Technicians to each provide up to 40 hours of work a week on the baggage handling system; and

**WHEREAS**, on June 2, 2020, the contract was renewed for the first one (1) year period and amended to modify the Scope of Work and to include the scrutinized companies lists as directed by the Florida Statutes; and

**WHEREAS**, Section V, Duration of Contract and Termination of the Contract, states in part, "Contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing". This is the second and final renewal of the contract.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**I. RENEWAL**

1. In accordance with Section V of C17-2557-AP, the County renews the ERMC Contract with a new expiration date of April 16, 2022. This is the second and final renewal of the contract.
2. ERMC by execution of this Contract Renewal and Amendment, and in consideration of consent by ERMC of the same, is bound by all terms of the Contract Agreement as may be

amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original contract.

## II. AMENDMENT

Contract, C17-2557-AP, is hereby amended as follows:

3. The Scope of Work as set forth in Exhibit A of C17-2557-AP is hereby amended to add:

Based on the needs of the airport during the contract term, ERMC will provide one (1) Lead Technician with a specialty in controls support and one (1) BHS Technician focused on the mechanical and electrical repairs and maintenance of the baggage handling system (BHS) at the Destin-Fort Walton Beach Airport. This number of technicians, along with the existing, full time passenger boarding bridge technician, would provide the coverage needed to support a full operations and maintenance program. The ERMC technicians can be scheduled up to 40 hours per week depending on the needs of the Airport. Hours scheduled will be based on the needs of the airport and flight schedules. This schedule will be created by ERMC, with the approval of the designated Airport Representatives. All preventative maintenance inspections and related tasks will be scheduled and performed during the technician's scheduled hours. The ERMC Technicians will receive priority daily work direction from the Airports Deputy Director or designee. Weekly maintenance reports will be submitted and all hours will be accounted for.

The ERMC Technicians will be qualified to perform all necessary maintenance and repairs. Preventative maintenance inspections and repairs will be conducted in accordance with industry, original equipment manufacturer (OEM), ERMC and Airport standards.

ERMC will support the on-site controls technicians with their off-site Senior Controls Engineer. The Senior Controls Engineer will make annual visits to the site to perform full system assessments, health checks, and work on system optimization. The Senior Controls Engineer will also perform quarterly remote system health checks, and will craft a training program for the on-site Technicians.

**Pricing:**

By adding additional technicians will modify the existing technician's regular and overtime hourly rate. The ERMC technicians will be billed as follows:

	<b>2 Technicians Regular</b>	<b>2 Technicians Overtime</b>	<b>3 Technicians Regular</b>	<b>3 Technicians Overtime</b>
<b>Existing PBB Tech</b>	\$54.77	\$82.16	\$51.07	\$76.61
<b>BHS Lead Tech</b>	\$56.66	\$84.99	\$52.83	\$79.25
<b>BHS Tech</b>	-	-	\$45.79	\$68.68

Hours over 40 hours per week will be billed at the overtime rate with prior written approval only. ERMC will provide all necessary tools and consumable items, as needed. Parts, materials and equipment will be provided at cost plus 5%.

**Schedule:**

ERMC proposes to utilize the following schedule for the Baggage Handling System Controls Technician. However, this can be modified to fit the needs of airport operations.

Thursday- Monday 7:00AM - 4:00PM

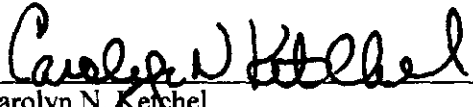
4. All other provisions and terms of C17-2557-AP shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.

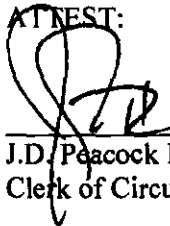
OKALOOSA COUNTY, FLORIDA

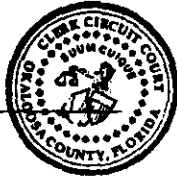
  
\_\_\_\_\_  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners



Date: 4/20/2021

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II  
Clerk of Circuit Court





## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2020

Contract/Lease Control #: C17-2557-AP

Procurement#: RFB AP 11-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ERMC AVIATION, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2017

Expiration Date: 04/16/2021 W/1 1 YR RENEWAL

Description of PREVENTITIVE MAINTENANCE BOARDING BRIDGES FOR  
DESTIN-FORT WALTON BEACH AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS





**RENEWAL AND AMENDMENT OF CONTRACT C17-2557-AP  
SECURAMERICA, LLC D.B.A. ERMCAVIATION, LLC  
FOR PREVENTIVE MAINTENANCE BOARDING BRIDGES AT THE  
DESTIN FORT – WALTON BEACH AIRPORT**

This Renewal and Third Amendment, made and entered into this \_\_\_\_\_ day of JUN 02 2020, hereby renews and amends the Agreement for Preventative Maintenance Boarding Bridges at the Destin Fort-Walton Beach Airport, dated April 17, 2017, by SecurAmerica, LLC d.b.a. ERMCAVIATION, LLC, (“Contractor” or “ERMCAVIATION”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, the County entered into a Contract Agreement, C17-2557-AP for Preventive Maintenance Boarding Bridges on April 17, 2017 at the Destin – Fort Walton Beach Airport with the Contractor, which has a current expiration date of April 16, 2020; and

**WHEREAS**, Section V, Duration of Contract and Termination of the Contract, states in part, “Contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing; and

**WHEREAS**, On February 5<sup>th</sup> 2019, The Scope of Work was amended to include an on-site maintenance technician to provide 40 hours of work a week on the baggage handling system, passenger boarding bridges, GPUs, and PWCs at the Destin Fort Walton Beach Airport; and

**WHEREAS**, County now desires to amend The Scope of Work; and

**WHEREAS**, the contract will be amended to include the scrutinized companies lists as directed by the Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**I. RENEWAL**

1. In accordance with Section V of C17-2557-AP, the County renews the ERMCAVIATION Contract with a new expiration date of April 16, 2021. This is the first renewal of two.
2. ERMCAVIATION by execution of this Contract Renewal and Amendment, and in consideration of consent by ERMCAVIATION of the same, is bound by all terms of the Contract Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original contract.

**II. AMENDMENT**

Contract, C17-2557-AP, is hereby amended as follows:

CONTRACT#: C17-2557-AP  
ERMCAVIATION, LLC  
PREVENTITIVE MAINT BOARDING BRIDGES  
FOR DESTIN-FORT WALTON BEACH AIRPORT  
EXPIRES: 04/16/2021 W/1 1 YR RENEWAL

3. The Scope of Work as set forth in Exhibit A of C17-2557-AP is hereby replaced with:

ERMC will provide on-site operations and maintenance of the Baggage Handling System, Passenger Boarding Bridges (PBBs), Ground Power Unit (GPUs), Preconditioned Air Unit (PCAs), and Potable Water Cabinets (PWCs) at Destin Fort Walton Beach Airport. The ERMC technician can be scheduled up to 40 hours per week depending on the needs of the Airport. Hours scheduled will be based on the needs of the airport and flight schedules. This schedule will be created by ERMC, with the approval of the designated Airport Representatives. All preventative maintenance inspections and related tasks will be scheduled and performed during the technician's scheduled hours. The technician will receive priority daily work direction from the Airports Deputy Director or designee. Weekly maintenance reports will be submitted and all hours will be accounted for.

Additional work:

ERMC will make every attempt to complete the repairs within the scheduled hours on site. However, if this is not feasible, the technician will communicate this with the airport representatives and will receive approval in writing to either move forward with the repair at the quoted bill rate, or postpone the repair until the following scheduled workday. In the event that a repair or emergency work order requires an additional technician, a quote will be submitted to the airport for approval.

The ERMC technician will be qualified to perform the necessary maintenance and repairs. Preventative maintenance inspections and repairs will be conducted in accordance with industry, original equipment manufacturer (oem), ERMC and Airport standards.

Schedule - ERMC proposes to utilize the following schedule. However, this can be modified to fit the needs of airport operations.

Wednesday- Sunday 7:00a -

3:30p Price includes the

following:

- a. On site labor (up to 40 hours per week)
- b. Tools
- c. Consumable items (misc. hardware, grease and other lubricants, shop rags, cleaners, etc.)
- d. Golf cart

Exclusions - Parts and materials - cost plus 5%. Rental equipment - cost plus 5%. ERMC will be allowed to utilize airport equipment (Scissor lift, etc.). Permits and associated fees to be billed back as a pass-through cost with no markup. The Airport will provide a technician to assist with Annual Passenger Boarding Bridge Inspections.

Costs:

Technician for up to forty (40) hours per week will be billed at the rate of \$56.39 per hour.

ERMC will be proactive in backfilling hours not covered due to illness, vacation, unexpected time off requests.

ERMC scheduled hours that are not filled will be credited on the monthly invoice. Hours over forty (40) hours per week will be billed at overtime rate of \$85.00 per hour only with prior written approval of the County

4. Second paragraph of Section V, Duration of Contract and Termination of the Contract, is hereby amended to read:

Either Party may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

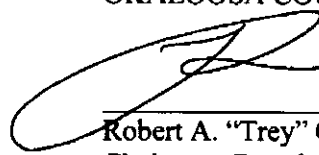
5. Contract, C17-2557-AP, is amended to include the scrutinized companies list wording required by Florida Statutes

**VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

6. All other provisions and terms of C17-2557-AP shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA


  
\_\_\_\_\_

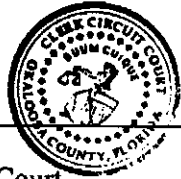


Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners

Date: JUN 0 2 2020

ATTEST.

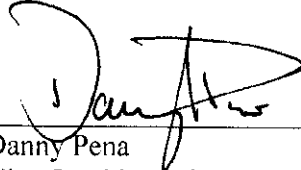
  
\_\_\_\_\_



J.D. Peacock II  
Clerk of Circuit Court



SecurAmerica, LLC d.b.a.  
ERMC Aviation, LLC



Danny Pena  
Vice-President of Operations

Date: 5/7/2020

ATTEST:

  
Witness

  
Witness

ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this MAY 7, 2020 by DANNY PENA. He is personally known to me or has produced FLDL as identification

Sworn and subscribed before me this 7 day of MAY, 2020

  
NOTARY (Signature)

NATASHA LOGAN  
NOTARY (Printed Name)



Commission Number: GG-183897

## Patrick Gardner

---

**From:** DeRita Mason  
**Sent:** Thursday, April 23, 2020 3:29 PM  
**To:** Patrick Gardner  
**Cc:** Allyson Oury; Dave Miner  
**Subject:** FW: ERMC Renewal and Amendment Three

See attached from Kerry.  
Please make note of her comments regarding the agenda item.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, April 23, 2020 3:21 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RE: ERMC Renewal and Amendment Three

This is approved for legal purposes. At this point it is a retroactive renewal, so the agenda item should expressly request that the BOCC approve the renewal retroactive to April 17, 2020.

Kerry A. Parsons, Esq.

**Nabors  
Giblin &  
Nickerson**

1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, April 23, 2020 8:30 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: ERMIC Renewal and Amendment Three

Sorry, here you go.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**From:** Patrick Gardner <[pgardner@myokaloosa.com](mailto:pgardner@myokaloosa.com)>  
**Sent:** Wednesday, April 22, 2020 3:56 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>; Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>  
**Subject:** ERMIC Renewal and Amendment Three

DeRita,

We have made some revisions to ERMIC's Renewal and Amendment to allow for more flexibility in the technicians schedule.

I have attached the new document for review.

Thank you,

**Patrick Gardner II**  
**Airports Compliance Officer**  
**Okaloosa County**  
**(850) 651-7160 Ext. 1054**

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2557-AP Tracking Number: 3711-60  
 Procurement/Contractor/Lessee Name: EMC Auction Grant Funded: YES \_\_\_ NO X  
 Purpose: Renewal : amendment  
 Date/Term: 4-16-21  
 Department #: 4202  
 Account #: 534425  
 Amount: 116,000.00  
 Department: Airport Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
 2.  GREATER THAN \$50,000  
 3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 2-10-2020  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no redic find Grant Name: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: See email attached Date: 2-10-2020  
 Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: See email attached Date: 2-13-2020  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

**DeRita Mason**

---

**From:** Karen Donaldson  
**Sent:** Monday, February 10, 2020 12:50 PM  
**To:** DeRita Mason  
**Subject:** RE: ERMCAviation Contract Renewal and Amendment for Coordination

DeRita

This is approved by risk management for insurance purposes. Please be advised that the insurance currently in file is expired so new insurance should be obtained.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, February 10, 2020 9:34 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: ERMCAviation Contract Renewal and Amendment for Coordination

Please review and approve the attached.

Thank you,

DeRita Mason

**DeRita Mason**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, February 13, 2020 10:27 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: ERMCAviation Contract Renewal and Amendment for Coordination

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, February 10, 2020 10:34 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: ERMCAviation Contract Renewal and Amendment for Coordination

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



**Received email from AO asking for revision – 04/22/2020**

**Sent to DeRita for recoordination – 04/22/2020**

**Coordination reapproved – 04/23/2020**

**Sent to Mr. Alvarado for signatures on 04/23/2020**

**Received email from Mr. Alvarado on 04/24/20 stating he will review**

Patrick sent e-mail to Mr. Alvarado on 5-5-20 asking about renewal

Received e-mail from Mr. Alvarado on 5-5-20 asking for a revision

Patrick sent e-mail to Ms. Parsons on 5-5-20 asking about Mr. Alvarado's proposed change

Received e-mail from Ms. Parsons on 5-5-20 stating revision approved

Patrick sent e-mail to Mr. Alvarado on 5-6-20 with revised renewal amendment for signature

Received e-mail from Mr. Alvarado on 5-7-20 requesting to change the name on the signature block

Patrick sent e-mail to Mr. Alvarado on 5-7-20 with revised agreement for signature

Received signed packet from ERMC on 05/11/20

Entered into MinuteTraq on 05/11/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2020

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 Lockton Companies, LLC 8110 E. Union Ave. #700 Denver, CO 80237-2966	CONTACT NAME: Shari Gillette		
	PHONE (A/C, No. Ext): (303) 414-6050	FAX (A/C, No.): ( )	
E-MAIL ADDRESS: shari.gillette@lockton.com			
INSURED AirCo Aviation Services LLC, DAL Global Services, LLC, DGS LLC, Argenbright Holdings I, LLC, Argenbright Holdings IV, LLC, ERMCO Aviation LLC, The Marrus Dominion Group LLC, Scrub, Inc, Scrub Window Cleaning, Inc, Air Check, Inc, Gateway Security, Inc, Gateway Frontline Services, Inc. & as shown on policy 3399 Peachtree Rd, NE, Suite 1500 Atlanta, GA 30326-1151	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A: Ace Property & Casualty Insurance Company	20699	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	AVIATION GENERAL LIABILITY			AAP N17950289 001 & N9905789	12/21/2018	12/21/2020	EACH OCCURENCE \$500,000,000
	<input checked="" type="checkbox"/> AVIATION GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$100,000
	<input checked="" type="checkbox"/> AVIATION PREMISES LIABILITY (SINGLE LIMIT, BODILY INJURY & PROPERTY DAMAGE)	Y					PERSONAL & ADV INJURY \$25,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$500,000,000
							PRODUCTS - COMPIOP AGG \$500,000,000
							GROUNDING LIABILITY AGG \$125,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	HANGARKEEPERS LIABILITY (EXCL. FLIGHT) INCLUDING TAXI	Y		AAP N17950289 001 & N9905789	12/21/2018	12/21/2020	EACH AIRCRAFT \$250,000,000 EACH ACCIDENT \$500,000,000

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

Amendment of Contract #C17-2557-AP for Preventative Maintenance Boarding Bridges at Destin-Fort Walton Beach Airport (VPS)  
The Certificate Holder is an Additional Insured as respects the aviation operations of the Named Insured at the Destin-Fort Walton Beach Airport.  
Coverage includes: War Liability: \$500,000,000 agg; Contractual Liability: \$500,000,000; Cargo Liability: \$100,000,000 ea. occ; On-Airport Premises Liability: \$500,000,000 ea. occ; Excess Auto Liability (off premises): \$25,000,000 ea. occ; Excess Employers Liability: \$25,000,000 ea. occ; Fire & Liability: \$1,000,000 (any one fire). Includes Independent Contractors coverage. Worldwide Territory.

This Certificate of Insurance is issued as a matter of information only & confers no rights upon the Certificate Holder. It does not amend, extend, or otherwise alter the terms of insurance coverage contained in policies listed above, nor does it constitute a contract between the Issuing Carrier, the authorized representative or Producer, & the Certificate Holder.

NOTE: Aggregate limits will be reduced due to paid claims without further notice to the Certificate Holder(s). Insurance is Primary & Non-Contributory with other insurance which may be available to the Certificate Holder. Additional Insureds shall have no responsibility for any premiums, warranties or representations in connection with the insurances.

Several Liability Notice: The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

In the event of cancellation or adverse material change of the policy or policies by the Insurers, thirty (30) days written notice of such cancellation will be given to the Certificate Holder at the address stated above (10 days' notice for non-payment of premium, & 7 days' notice in the event of War).

CERTIFICATE HOLDER Okaloosa County BOCC 302 N. Wilson St, Suite 301 Crestview, FL 32536-3474	CANCELLATION 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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2020 4/1/2020

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).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1472165 ERMCA Aviation, LLC 2226 Encompass Drive Suite 116 Chattanooga TN 37421	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035	
	<b>INSURER B:</b> Arch Insurance Company <b>11150</b>	
	<b>INSURER C:</b> ACE Property & Casualty Insurance Co <b>20699</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 16663400 **REVISION NUMBER:** XXXXXXXX

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>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX S
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-651-291276-030	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX S
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	AAP N14416055 003	12/21/2018	12/21/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 S XXXXXXXX
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WC11014001 34WC11014101	1/1/2020 1/1/2020	1/1/2021 1/1/2021	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Umbrella Policy is follow form over Auto Liability policy above. Okaloosa County BOCC is included as an Additional Insured as respect Automobile Liability and Umbrella Liability as required by written contract subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b> 16663400 Okaloosa County BOCC 302 N. Wilson St, Suite 301 Crestview FL 32536-3474	<b>CANCELLATION</b> 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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## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/7/2019

Contract/Lease Control #: C17-2557-AP

Procurement#: RFB AP 11-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ERMC AVIATION, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/17/2017

Expiration Date: 4/16/2020

Description of Contract/Lease: PREVENTITIVE MAINTENANCE BOARDING BRIDGES FOR DESTIN-FORT WALTON BEACH AIRPORT

Department: AP

Department Monitor: T. STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: [TSTAGE@MYOKALOOSA.COM](mailto:TSTAGE@MYOKALOOSA.COM)

Closed:

Cc: Finance Department Contracts & Grants Office





CA #5

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 5, 2019  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** ERMC IV, L. P. Second Amendment and Name Change  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 2

---

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for ERMC IV, L. P. name change to ERMC Aviation, LLC and Amendment Two to Contract (C17-2557-AP) at the Destin - Fort Walton Beach Airport.

**BACKGROUND:** On April 17, 2017, the Board approved a contract agreement with ERMC IV, L.P. for preventative maintenance on the boarding bridge systems, baggage handling systems, conveyors, motors and aircraft ground equipment. The Contractor requests to change their name to ERMC Aviation, LLC. The Airport requests to amend the scope of work.

The Destin-Fort Walton Beach Airport is in need of a full time resource with specialized skills to provide preventive maintenance and repairs to equipment that is required for the safe and efficient movement of passengers. ERMC is currently under contract with the Airport to provide preventive maintenance and repairs to passenger boarding bridges, baggage handling system components, aircraft ground support equipment and emergency call out services for repairs. Having the specialized capabilities on-site would alleviate the need for scheduling out of state technicians to respond, paying costly travel expenses, as well as provide immediate repairs thus minimizing the downtime of equipment for the air carriers operations. The airport has experienced numerous operational delays to aircraft enplaning and deplaning of passengers due to systems and component failures. This contract amendment would provide a full time ERMC employee for on-site operations, repair and maintenance to the baggage handling system, passenger boarding bridges, ground power units and pre-conditioned air units at the airport. The technician will be scheduled for 40-hours per week and will provide all necessary tools and consumable items, as needed.

The ERMC Aviation, LLC certificates of insurance are attached along with the procurement contract lease internal coordination sheet.

**FUNDING SOURCE, (If Applicable):**

Department #4202

Account #534\*\*\* (new contract service GL account requested)

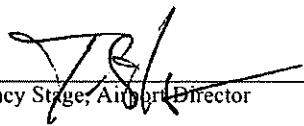
Amount Est. \$56 per hour plus any needed replacement parts and equipment

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the name change and Amendment Two to the ERMC IV, L.P. contract as described above.

STAFF

MC

  
Tracy Stage, Airport Director 1/29/2019

**RECOMMENDED BY:**  
**APPROVED BY:**

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2557-17P Tracking Number: 3206-19  
Procurement/Contractor/Lessee Name: EMC IV, LP Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 4-16-20 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: Airports 3.  \$50,000 OR LESS  
Dept. Monitor Name: Stage

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-7-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: NO Federal  
\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King Date: 12-8-18

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 12-8-18

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Saturday, December 08, 2018 2:50 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: ERMCAmendment Two for Coordination  
**Attachments:** ERMCAmendment Two.docx

I have made some revisions to the above referenced amendment, please see attached. This is approved for legal and risk purposes as amended. Please accept the changes, I do not need to see this amendment again.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Friday, December 07, 2018 12:49 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: ERMCAmendment Two for Coordination

Please review and approve the attached.

Thank you,

DeRita

---

**From:** Dave Miner  
**Sent:** Friday, December 07, 2018 10:19 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** ERMCAmendment Two for Coordination

DeRita:

Please send the attached ERMCA (C17-2557-AP) Amendment Two out for coordination.  
Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

## Dave Miner

---

**From:** Karen Donaldson  
**Sent:** Monday, January 28, 2019 1:43 PM  
**To:** Dave Miner  
**Subject:** RE: ERMCOI for Compliance

Dave

These are approved by Risk Management

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** Dave Miner <dminer@myokaloosa.com>  
**Sent:** Monday, January 28, 2019 9:23 AM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** ERMCOI for Compliance

Karen:

Please review the attached COI for ERMCOI Aviation, LLC (C17-2557-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



**CHUBB**  
**SPECIALTY CASUALTY - AVIATION**  
 Energy Centre  
 1100 Poydras Street  
 Suite 2150  
 New Orleans LA 70163

504 310-3600 *main*  
 504 310-3610 *fax*  
[www.chubb.com](http://www.chubb.com)

December 28, 2018

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**  
**CERTIFICATE OF INSURANCE**

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

**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** Argenbright Holdings I, LLC and ERMCA Aviation, LLC  
**Address:** 6020 Shallowford, Suite 108 Chattanooga, TN 37421  
**Policy Number:** AAP N14416055 003  
**Policy period:** From: January 1, 2019 To: January 1, 2020 (both dates at 12.01 am LST)  
**Location:** All Premises necessary and incidental to the named insured's aviation operations  
**Type:** Aviation Operations Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$25,000,000 each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit .....	\$25,000,000
Personal Injury and Advertising Injury Aggregate Limit . . . . .	\$25,000,000
Malpractice Aggregate Limit.....	\$25,000,000
Hangarkeepers Limit Any One Occurrence .....	\$ 25,000,000
Hangarkeepers Limit Any One Aircraft .....	\$25,000,000

Aggregate limits shown may have been reduced by paid claims.

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".

December 28, 2018

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

**CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

**This certificate is issued at the request of the following Certificate Holder:**

**Okaloosa County  
5479 A Old Bethel Road  
Crestview, FL 32536**

**Special Conditions:** The Certificate Holder is included as an Additional Insured as per endorsement AAP 207 (11-04). The Certificate Holder is provided a waiver of subrogation as respects the aviation operations of the named insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. We have made provision to provide you with thirty (30) days (but ten (10) days for non payment of premium), prior written notice in the event of cancellation of the above described policy(ies), or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.



By

(Authorized Representative)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2020

12/28/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1439691 ERMCA Aviation, LLC 2226 Encompass Drive Suite 116 Chattanooga TN 37421	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B : ACE Property & Casualty Insurance Co	20699
	INSURER C : Liberty Insurance Corporation	42404
	INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 15170424 REVISION NUMBER: XXXXXXXX

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.

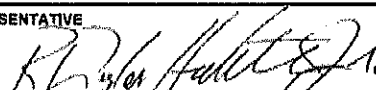
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-291276-039	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	XOO G4685276A ECO(20)59400729	1/1/2019 1/1/2019	1/1/2020 1/1/2020	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$ XXXXXXXX
C C	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/A	WA7-65D-291276-019(AOS) WC7-651-291276-029(WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<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

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

RE: The Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to any person or organization for which insured is obligated by a written agreement to procure additional insured coverage. Umbrella follows form as it relates to additional insureds. The Automobile Liability and Workers' Compensation policies include Waiver of Subrogation endorsements in favor of any person or organization for which insured is obligated by a written agreement to procure said waiver.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

<b>15170424</b> Okaloosa County 5479A Old Bethel Road Crestview FL 32536	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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30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

**Insured's:**

Argenbright Holdings LLC  
Argenbright Holdings II LLC  
Argenbright Holdings III LLC  
ERMC Aviation LLC

POLICY NUMBER: GLO-501026

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury".	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLO-501026

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**SECOND AMENDMENT OF CONTRACT C17-2557-AP**  
ERMC IV, L.P. FOR PREVENTIVE MAINTENANCE BOARDING BRIDGES AT THE  
DESTIN FORT – WALTON BEACH AIRPORT

This Second Amendment, made and entered into this 5th day of February, 2019, hereby amends the Agreement for Preventative Maintenance Boarding Bridges at the Destin Fort-Walton Beach Airport, dated April 17, 2017, by ERMC IV, L.P. (“Contractor” or “ERMC”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, the County entered into a Contract Agreement, C17-2557-AP for Preventive Maintenance Boarding Bridges on April 17, 2017 at the Destin – Fort Walton Beach Airport with the Contractor, which has a current expiration date of April 16, 2020; and

**WHEREAS**, with the County’s consent, the Contractor assigned its interest in the Agreement to SecurAmerica, LLC d.b.a. ERMC Aviation, LLC; and

**WHEREAS**, County also desires to amend the scope of this Agreement to provide on-site operations and maintenance of the baggage handling system, passenger boarding bridges, GPUs, and PWCs at the Destin – Fort Walton Beach Airport.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**NAME CHANGE**

This Agreement is hereby assigned from ERMC IV, L.P. to SecurAmerica, LLC d.b.a. ERMC Aviation, LLC.

**AMENDMENT TO THE AGREEMENT**

1. The Scope of Work as set forth in Exhibit A of C17-2557-AP is hereby amended as follows:

ERMC will provide on-site operations and maintenance of the Baggage Handling System, Passenger Boarding Bridges (PBBs), Ground Power Unit (GPUs), Preconditioned Air Unit (PCAs), and Potable Water Cabinets (PWCs) at Destin Fort Walton Beach Airport. The ERMC technician will be scheduled on-site for 40 hours per week. This schedule will be created by ERMC, with the approval of the designated Airport Representatives and will take into consideration the needs of the airport and flight schedule. All preventative maintenance inspections and related tasks will be scheduled and performed during the technician's scheduled hours. The

technician will receive priority daily work direction from the Airports Deputy Director or designee. Weekly maintenance reports will be submitted and all hours will be accounted for.

Additional work:

ERMC will make every attempt to complete the repairs within the scheduled hours on site. However, if this is not feasible, the technician will communicate this with the airport representatives and will receive approval in writing to either move forward with the repair at the quoted bill rate, or postpone the repair until the following scheduled workday. In the event that a repair or emergency work order requires an additional technician, a quote will be submitted to the airport for approval.

The ERMC technician will be qualified to perform the necessary maintenance and repairs. Preventative maintenance inspections and repairs will be conducted in accordance with industry, original equipment manufacturer (oem), ERMC and Airport standards.

Schedule - ERMC proposes to utilize the following schedule. However, this can be modified to fit the needs of airport operations.

Wednesday – Sunday 7:00a - 3:30p

Price includes the following:

- a. On site labor (40 hours per week)
- b. Tools
- c. Consumable items (misc. hardware, grease and other lubricants, shop rags, cleaners, etc.)
- d. Golf cart

Exclusions - Parts and materials - cost plus 5%. Rental equipment - cost plus 5%. ERMC will be allowed to utilize airport equipment (Scissor lift, etc.). Permits and associated fees to be billed back as a pass-through cost with no markup. The Airport will provide a technician to assist with Annual Passenger Boarding Bridge Inspections.

Costs:

Technician for forty (40) hours per week will be billed at the rate of \$56.39 per hour.

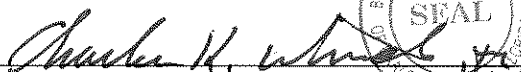
ERMC will be proactive in backfilling hours not covered due to illness, vacation, unexpected time off requests.

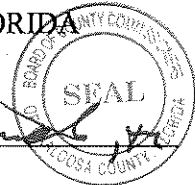
ERMC scheduled hours that are not filled will be credited on the monthly invoice. Hours over forty (40) hours per week will be billed at overtime rate of \$85.00 per hour only with prior written approval of the County.

2. All other provisions and terms of C17-2557-AP shall remain in full force and effect.

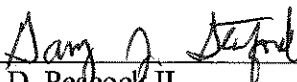
**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Date: 2/5/19



ATTEST:

  
J.D. Peacock II  
Clerk of Circuit Court





ERMC Aviation, LLC

Frank Argenbright, Jr.  
Frank Argenbright, Jr.  
President - CEO  
Date: 01/22/19

ATTEST:

Claire McWhorter  
Witness

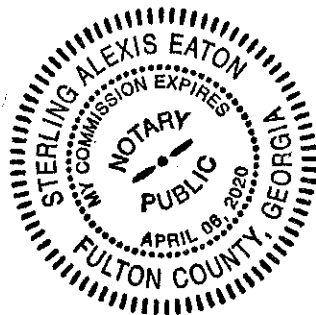
Cardice Medellin  
Witness

ACKNOWLEDGMENTS

STATE OF Georgia  
COUNTY OF Fulton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared FRANK ARGENBRIGHT, JR. who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 22 day of January, 2019, AD.



Sterling Alexis Eaton  
NOTARY

My Commission Expires: 4/6/2020

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/24/2017

Contract/Lease Control #: C17-2557-AP

Bid #: RFB AP 11-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ERMC IV, L.P.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/17/2017

Expiration Date: 4/16/2020

Description of  
Contract/Lease: PREVENTIVE MAINTENANCE BOARDING BRIDGES FOR DESTIN-  
FORT WALTON BEACH AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



February 2, 2018

Destin-Fort Walton Beach Airport

Re: Consent to Assignment

To Whom It May Concern:

As we have discussed, ERMCM IV, L.P. ("ERMC") and certain of its affiliates (collectively, the "ERMC Group") agreed to sell substantially all of its assets (the "Sale") to SecurAmerica, LLC and certain of its affiliates ("SecurAmerica"). The Sale closed in November 2017.

In connection with the Sale, ERMCM would assign its interest in the agreement with you identified on Exhibit A hereto (the "Agreement") to SecurAmerica, and SecurAmerica would assume ERMCM's obligation to perform under the Agreements on and after the closing date of the Sale (the "Closing Date"). The Agreement requires that ERMCM obtain your consent prior to assigning its interest in the Agreement. This letter shall constitute formal notice to you of the Sale.

We are asking that, as soon as possible, you sign and deliver this letter (the "Consent Letter"). By signing below, you consent to the assignment of the Agreement to SecurAmerica, and the assumption of the Agreement by SecurAmerica, with such assignment and assumption to become effective as of the Closing Date.

Please sign below where indicated and forward the signed letter to Alisa Russell via email at [alisa.russell@ermc2.com](mailto:alisa.russell@ermc2.com). If you have any questions concerning these matters, please contact me at (423) 899-2753. Also, please retain a copy of the signed letter for your files and return the original to my attention at the above address. Thank you for your assistance in this matter.

Sincerely,

ERMC IV, L.P.

By: *Emerson E Russell Jr*  
Name: Emerson E Russell Jr  
Title: President

CERTIFIED A TRUE  
AND CORRECT COPY  
JD PEACOCK II  
CLERK CIRCUIT COURT  
BY: *Mary K Caven*  
DEPUTY CLERK  
DATE: 4-3-18



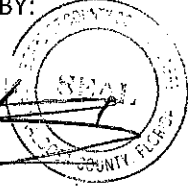
ACKNOWLEDGED AND AGREED BY:

Okaloosa County, Florida

By: 

Name: Graham W Fountain

Title: Chairman



cc: Frank A. Argenbright, Jr., SecurAmerica, LLC  
Russell B. Richards, King & Spalding

**EXHIBIT A**

**AGREEMENT**

Contract for RFB AP 11-17 Preventative Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport dated April 17, 2017 by and between Okaloosa County, Florida and ERMC IV, L.P.

**COPY**

Contract# C17-2557-AP  
ERMC IV, L.P.  
Preventive Maintenance Boarding Bridges for  
Destin-Fort Walton Beach Airport  
EXPIRES: 4-16-2020

**CONTRACT**  
**For RFB AP 11-17**  
**Preventive Maintenance Boarding Bridges**  
**for Destin-Fort Walton Beach Airport**

This Contract executed and entered into this 17<sup>th</sup> day of April, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and ERMC IV, L.P. (hereinafter the "Contractor"), whose principal address is 5913 Eden Drive, Haltom City, Texas 76117, states as follows:

**WITNESSETH:**

**WHEREAS**, after due review of all bids, ERMC IV, L.P. has been selected for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated by reference into this Contract and are attached as:

1. Exhibit "A", Request for Bid;
2. Exhibit "B", Request for Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFB AP 11-17, Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**, date of opening February 22<sup>nd</sup>, 2017 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**II. Scope of Work**

The Contractor will perform all work outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to and fully executed by both parties.

**III. Method of Payment**

The Contractor will be paid for the delivery of services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Bid Sheet).

**IV. Invoice Requirements**

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within twenty-five (25) days of invoice date.

**COPY**

#### **IV. Invoice Requirements**

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

#### **V. Duration of Contract and Termination of the Contract**

The Contract will be valid when fully executed by both parties. The initial term of the contract shall commence upon approval of the contract by the County and shall continue for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

#### **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

#### **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

### **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representative of the County shall be:**

John Hofstad, County Administrator  
1250 North Eglin Parkway, Suite 100  
Shalimar, Florida, 32548  
Phone: 850-651-7515  
Fax: 850-651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)

**The authorized representative for EMRC IV, L.P. shall be:**

Emerson E. Russell  
5913 Eden Drive  
Haltom City, Texas 76117  
Phone: 817-834-0244  
Email: [erussell@ermc2.com](mailto:erussell@ermc2.com)

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

### **IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

### **X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**



**TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

#### **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

#### **XIII. Entire Contract & Waivers**

This Contract and Exhibit "A" as incorporated herein, contains the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not

relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting

from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

**XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of EMRC IV, L.P. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of EMRC IV, L.P. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**EMRC IV, L.P.**

**OKALOOSA COUNTY, FLORIDA**

Emerson E. Russell  
Signature

[Signature]  
John Hofstad, County Administrator

Emerson E. Russell  
Print Name

Date: 4/17/12

President - CEO  
Print Title

Date: 3/29/2017

### 3. Proposal Response Forms

#### A. Respondent Acknowledgement Form

## Exhibit A



#### REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

**RFB TITLE:**  
Preventive Maintenance Boarding Bridges  
for Destin-Fort Walton Beach Airport

**RFB NUMBER:**  
RFB AP 11-17

<b><u>MANDATORY PRE-BID TOUR:</u></b>	February 2 <sup>nd</sup> , 2017	1:30 P.M. cst
<b><u>LAST DAY FOR QUESTIONS:</u></b>	February 9 <sup>th</sup> , 2017	3:00 P.M. cst
<b><u>RFB OPENING DATE &amp; TIME:</u></b>	February 22 <sup>nd</sup> , 2017	3:00 P.M. cst

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME ERMC IV, L.P.

MAILING ADDRESS 5913 Eden Drive

CITY, STATE, ZIP Haltom City, Texas 76117

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 62-1828882

TELEPHONE NUMBER: 817.834.0244 EXT: \_\_\_\_\_ FAX: 817.834.0254

EMAIL: erussell@ermc2.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Emerson E. Russell* TYPED OR PRINTED NAME Emerson E. Russell

TITLE: President / CEO DATE 02-17-2017

Rev: September 22, 2015

**NOTICE TO RESPONDENTS**  
**RFB AP 11-17**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) February 22<sup>nd</sup>, 2017**, for **Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

A **mandatory pre-bid tour** will be held at **1:30 p.m. on February 2<sup>nd</sup>, 2017** at the Destin-Fort Walton Beach Airport, Airport Administration Conference Room (2nd Floor), 1701 State Road 85 North, Eglin AFB, FL 32542, Phone (850) 651-7160 ext. 4.

**All originals must have original signatures in blue ink.**

At **3:00 p.m. (CST), February 22<sup>nd</sup>, 2017**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.**


The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

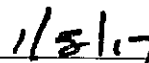
Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**

Clerk of Circuit Court  
Attn: Mary Carson  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

  
\_\_\_\_\_  
Gregory Kisela  
Purchasing Director

  
\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel  
Chairman

# BID REQUIREMENTS

**BID #: RFB AP 11-17**

**BID ITEM: Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**

## **1. REQUEST**

This document is a Request for Bid from individuals and/or organization(s) that possess any combination of the General Scope of Work below:

2. **BACKGROUND** – The Okaloosa County Airports are comprised of three airports; the Crestview/Bob Sikes Airport (CEW), the Destin Executive Airport (DTS), and the Destin-Fort Walton Beach Airport (VPS). The Destin-Fort Walton Beach Airport, a small hub facility, provides air transportation for all of Northwest Florida from east to Pensacola to west Panama City. Currently six commercial airlines operate from the Destin-Fort Walton Beach Airport, carrying approximately 840,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by American Airlines, United Airlines, Delta Air Lines, Allegiant Air, Glo and Contour Airlines. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news and gifts concessions are located on the first & second floors. The airport has five Jet Way Passenger loading bridges with bag lifts and two Thyssen Krupp ground loading bridges, two out bound baggage handling systems with flat plate carousels at the end and two inbound flat plate carousels and belt systems.

## **3. GENERAL SCOPE OF WORK**

- 3.1 The County desires services of a maintenance services and repair operation with at least five (5) years of successful, continuous, and recent experience in the preventive maintenance and repair of passenger boarding bridges, ground power units, preconditioned air units, potable water cabinets, ticket counters, baggage handling conveyor systems, baggage make up units, walkways, stairs, bag lifts, and security doors. Must be able to make repairs such as, but not limited to PLB flooring, metal works, and repair/replace canvas transition, and canopies.
- 3.2 Preventive maintenance will include visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per OEM specification. Will provide all labor, tools, parts, and equipment.
- 3.3 The period of this contract shall be for three (3) years and the effective date is expected to be on or before June 2017. This contract will have an option to renew for two (2) additional one (1) year periods if both parties agree to the renewal.
- 3.4 Respondent must be qualified and licensed to conduct business in Okaloosa County, Florida.
- 3.5 Respondent must demonstrate financial responsibility. Respondents shall submit the past five (5) years of financial statements prepared in accordance with generally accepted accounting principles.
- 3.6 The maintenance services will be located inside the secured area of the airport near or on the aircraft apron. Personnel must obtain and maintain a Security Identification Display Badge (see attached requirements).

- 3.7 Will provide prompt response (within 12 hours) to all scheduled and unscheduled service and repair requests.
- 3.8 Parts, labor, travel, and per diem, for all work outside of preventive maintenance will be billable. Travel and per diem rates will be in accordance with the Okaloosa County Travel Policy. Travel is \$.5354 per mile and per diem is \$41.00 per day.
- 3.9 Provide tech support to include on-site visits for Programmable Logic Controllers (PLC).
- 3.10 With approval from the Destin-Fort Walton Beach Airport Designee order all replacement parts, material, to replace defective parts, i.e., rollers, belts, PLC's, motors, lift screws, canopy bumpers, canopy's, cpu cables, plugs, air compressor, diodes, capacitors, etc. All parts, and material will be billable at cost, no mark up.
- 3.11 All inspections, repairs or replacement items will be at a time that will not interfere with airline operations.
- 3.12 Review each inspection with the airport maintenance supervisor/designee before departing the site.
- 3.13 The successful bidder will notify the airport in advance to schedule quarterly PM's. Bidder will notify the airport when on site and upon leaving site.

**TERM OF CONTRACT:**

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

**RENEWAL OPTION:**

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

# GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

## **BONDING REQUIREMENTS**

1. There are no bonding requirements.

## **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.



10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent's Liability
  - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

## LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

## NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **GENERAL BID CONDITIONS**

### **1. PRE-BID ACTIVITY -**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [cpowell@co.okaloosa.fl.us](mailto:cpowell@co.okaloosa.fl.us)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid

documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.tcgeng.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or

alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

- 4. SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

- 5. MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

- 8. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

**11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.
- 19. LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
- 20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 21. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

**22. NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

**Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

**23. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**24. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**25. PROTECTION OF RESIDENT WORKERS** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**26. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.



- 27. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 29. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 31. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 32. The following documents shall be submitted with the bid packet:**
- A. Drug-Free Workplace Certification Form
  - B. Conflict of Interest
  - C. Federal E-Verify
  - D. No Contact Clause Form
  - E. Recycled Content Form
  - F. Indemnification and Hold Harmless
  - G. Prohibition to Lobbying
  - H. Company Data
  - I. Addendum Acknowledgement
  - J. Anti-Collusion Statement
  - K. Bid Sheet

## B. Drug-Free Workplace Certification

### DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 02-17-2017

COMPANY: ERMCO IV, L.P.

ADDRESS: 5913 Eden Drive  
Haltom City, Texas 76117

PHONE NO.: 817.834.0244

SIGNATURE: *Emerson E. Russell*

NAME: Emerson E. Russell  
(Typed or Printed)

TITLE: President / CEO

E-MAIL: erussell@ermco2.com

**C. Conflict of Interest Disclosure Form**

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO X \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME: ERMIC IV, L.P.  
 BY (PRINTED): Emerson E. Russell  
 BY (SIGNATURE): *Emerson E. Russell*  
 TITLE: President / CEO  
 ADDRESS: 5913 Eden Drive  
Haltom City, Texas 76117  
 PHONE NO. 817.834.0244  
 E-MAIL erussell@ermc2.com  
 DATE 02-17-2017

## D. Federal E-Verify Compliance Certification

### FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 02-17-2017

SIGNATURE: *Emerson E. Russell*

COMPANY: ERMCI IV, L.P.

NAME: Emerson E. Russell

ADDRESS: 5913 Eden Drive

TITLE: President / CEO

Haltom City, Texas 76117

E-MAIL: erussell@ermc2.com

PHONE NO.: 817.834.0244

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin NA or Recycled NA (Check the applicable blank). If recycled, what percentage NA %.

Product Description: NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes NA No NA

Specify: NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes NA No NA

Specify: NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Emerson E. Russell 

E-Mail: erussell@ermc2.com

## E. No Contact Clause

### NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I *Emerson B. Russell* representing ERMIC IV, L.P.  
Signature Company Name

On this 17 day of February 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## G. Indemnification and Hold Harmless

### INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

ERMIC IV, L.P.  
Respondent's Company Name

Emerson E. Russell  
Authorized Signature – Manual

5913 Eden Drive - Haltom City, Texas 76117  
Physical Address

Emerson E. Russell  
Authorized Signature – Typed

5913 Eden Drive - Haltom City, Texas 76117  
Mailing Address

President / CEO  
Title

817.834.0244  
Phone Number

817.834.0254  
FAX Number

423.394.2045  
Cellular Number

682.218.6380  
After-Hours Number(s)

02-17-2017  
Date

## H. Prohibition to Lobbying

### LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, 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 undersigned, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ERMC IV, L.P., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Emerson E. Russell - President / CEOName and Title of Contractor's Authorized Official

02-17-2017 Date



**I. Company Data**

**COMPANY DATA**

Respondent's Company Name:	<u>ERMC IV, L.P.</u>
Physical Address & Phone #:	<u>5913 Eden Drive</u>
	<u>Haltom City, Texas 76117</u>
	<u>817.834.0244</u>
	<u> </u>
	<u> </u>
Contact Person (Typed-Printed):	<u>Emerson E. Russell</u>
Phone #:	<u>817.834.0244</u>
Cell #:	<u>423.593.5661</u>
Federal ID or SS #:	<u>62-1828882</u>
Respondent's License #:	<u>CGC1519621</u>
Fax #:	<u>817.834.0254</u>
Emergency #'s After Hours, Weekends & Holidays:	<u>682.218,6360</u>

**J. Addendum Acknowledgement**

**ADDENDUM ACKNOWLEDGEMENT**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
# 1 (RFB AP 11-17)	02-07-2017
# 2 (RFB AP 11-17)	02-09-2017

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

### K. Anti-Collusion Statement

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

ERMC IV, L.P.  
Bidder's Company Name

*Emerson E. Russell*  
Authorized Signature - Manual

5913 Eden Drive - Haltom City, Texas 76117  
Address

Emerson E. Russell  
Authorized Signature - Typed

817.834.0244  
Phone #

President / CEO  
Title

62-1828882  
Federal ID # or SS #

817.834.0254  
Fax #

**Bid Sheet**

**BID SHEET**

Date Submitted: 02-20-2017

**BID#:** RFB AP 11-17

**BID TITLE:** Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport

**TOTAL BID PRICE:** \$ 69,990.00 - Sixty-Nine Thousand, Nine-Hundred and Ninety Dollars and Zero Cents.

**REMARKS:** Year 1 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Year 2 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Year 3 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Option Year 4 - \$24,425.00 - Twenty-Four Thousand, Four Hundred and Twenty-Five Dollars and Zero Cents  
Option Year 5 - \$25,335.00 - Twenty-Five Thousand, Three Hundred and Thirty-Five Dollars and Zero Cents

Three Year Total: \$69,990.00 - Sixty-Nine Thousand, Nine-Hundred and Ninety Dollars and Zero Cents.



President/CEO  
ERMIC IV, L.P.

## Dave Miner

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**From:** Mike Crowley <Mike.Crowley@ermc2.com>  
**Sent:** Friday, January 26, 2018 11:34 AM  
**To:** Dave Miner  
**Cc:** Stephanie Herrick; Lianne Clark; Danny Pena  
**Subject:** RE: Contract Amendment  
**Attachments:** 18-19 COI - Okaloosa County.pdf; Argenbright 207 Cert in Okaloosa County.pdf

Dave,  
Please see attached COI's. Also, We will continue to operate under ERM. If you have any questions please let me know.

Regards,

**Michael Crowley** | Director - Business Development  
5913 Eden Drive | Haltom City, Texas 76117  
O: 817.834.0244 | C: 682.218.6360  
mcrowley@ermc2.com



*"ERM provides a full range of innovative services delivered with unsurpassed attention to customer service. We forge strong partnerships with our clients through a committed, motivated, and experienced team"*

**PRIVACY NOTICE:** The information contained in this e-mail, including any attachments, is confidential and intended only for the named recipient(s). Unauthorized use, disclosure, forwarding, or copying is strictly prohibited and may be unlawful. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately by return e-mail.

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**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Tuesday, January 23, 2018 9:58 AM  
**To:** Mike Crowley  
**Cc:** Stephanie Herrick; Lianne Clark  
**Subject:** RE: Contract Amendment  
**Importance:** High

Thank you for sending the contract.

The certificate of insurance that I have on file expired 1-1-18. Please have your insurance company send the two certificates that were renewed.

Is your company name staying as ERM or is it changing to SecurAmerica, LLC?



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

1/25/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1439691 ERMCAviation, LLC 6020 Shallowford Road Suite 108 Chattanooga TN 37421	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15170424 REVISION NUMBER: XXXXXXXX

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(SUBR) (IND) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	AS2-651-291276-038	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	XOO G4685276A001	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	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 N/A	WA 7-65D-291276-018(AOS)	1/1/2018	1/1/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: The Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to any person or organization for which insured is obligated by a written agreement to procure additional insured coverage. Umbrella follows form as it relates to additional insureds. The Automobile Liability and Workers' Compensation policies include Waiver of Subrogation endorsements in favor of any person or organization for which insured is obligated by a written agreement to procure said waiver.

CERTIFICATE HOLDER 15170424 Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION See Attachments  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 
--	---

30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

**CHUBB**

CHUBB  
SPECIALTY CASUALTY - AVIATION  
Energy Centre  
1100 Poydras Street  
Suite 2150  
New Orleans LA 70163

504 310-3600 *main*  
504 310-3610 *fax*  
www.chubb.com

December 28, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY  
CERTIFICATE OF INSURANCE**

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

**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** Argenbright Holdings I, LLC and ERMCA Aviation, LLC  
**Address:** 6020 Shallowford, Suite 108 Chattanooga, TN 37421  
**Policy Number:** AAP N14416055 002  
**Policy period:** From: January 1, 2018 To: January 1, 2019 (both dates at 12.01 am LST)  
**Location:** All Premises necessary and incidental to the named insured's aviation operations  
**Type:** Aviation Operations Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$25,000,000 each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit.....	\$25,000,000
Personal Injury and Advertising Injury Aggregate Limit .....	\$25,000,000
Malpractice Aggregate Limit .....	\$25,000,000
Hangarkeepers Limit Any One Occurrence.....	\$ 25,000,000
Hangarkeepers Limit Any One Aircraft.. .....	\$25,000,000

Aggregate limits shown may have been reduced by paid claims.

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".



CHUBB

December 28, 2017

ACE PROPERTY & CASUALTY INSURANCE COMPANY  
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)

This certificate is issued at the request of the following Certificate Holder:

Okaloosa County  
5479 A Old Bethel Road  
Crestview, FL 32536

**Special Conditions:** The Certificate Holder is included as an Additional Insured as per endorsement AAP 207 (11-04). The Certificate Holder is provided a waiver of subrogation as respects the aviation operations of the named insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. We have made provision to provide you with thirty (30) days (but ten (10) days for non payment of premium), prior written notice in the event of cancellation of the above described policy(ies), or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.



By \_\_\_\_\_  
(Authorized Representative)



CA # 2

**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** April 3, 2018  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** ERMC IV, L.P. Consent to Assignment to SecurAmerica, LLC  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners' approval of the ERMC IV, L.P. Consent to Assignment to SecurAmerica, LLC concerning ERMC IV, L.P. contract with the Destin - Fort Walton Beach Airport(C17-2557-AP).

**BACKGROUND:** ERMC IV, L.P. entered into a Contract Agreement with Okaloosa County for preventative maintenance for boarding bridges at the Destin - Fort Walton Beach Airport on April 17, 2017 with an expiration date of April 16, 2020. ERMC IV, L.P. notified the Airport by letter dated February 2, 2018, that their company agreed to sell all of its assets to SecurAmerica, LLC and the sale closed in November 2017. Their Agreement requires ERMC to obtain consent from contract holders prior to assigning its interest in the Agreement which will become effective on the closing date. The contract with the Airport will not have a name change, it will continue to operate under ERMC IV, L.P., per attached e-mail. The procurement contract lease internal coordination sheet is attached.

**FUNDING SOURCE, (If Applicable):** N/A (Assignment only)

Department #  
Account #  
Amount \$

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the ERMC IV, L.P. consent to assignment as described above.

**RECOMMENDED BY:**

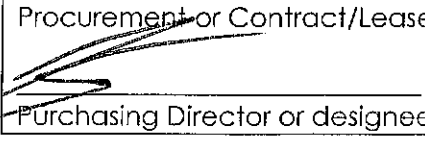
**APPROVED BY:**

SCANNING

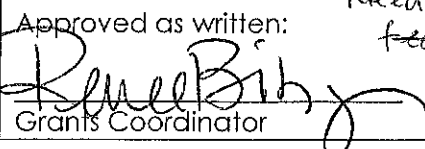
**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2557-AP Tracking Number: 2188-18  
Procurement/Contractor/Lessee Name: ERMC IV, L.P. Grant Funded: YES \_\_\_ NO   
Purpose: Consent to Assignment  
Date/Term: 4/10/2020 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: Airports 3.  \$50,000 OR LESS  
Dept. Monitor Name: Stacy/Minee

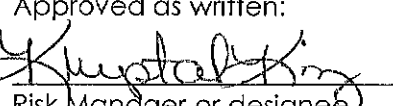
**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
 \_\_\_\_\_ Date: 2/5/18  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

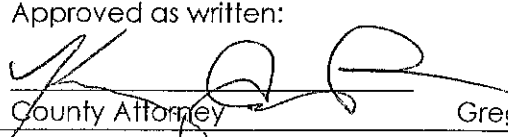
**2CFR Compliance Review (if required)**

Approved as written: Need SAM check + EB  
federal clauses added  
 \_\_\_\_\_ Date: 2/8/2018  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written:  
 \_\_\_\_\_ Date: 2-8-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written:  
 \_\_\_\_\_ Date: 2-8-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

**AMENDMENT OF CONTRACT C17-2557-AP**  
ERMC IV, L.P. FOR PREVENTIVE MAINTENANCE BOARDING BRIDGES AT THE  
DESTIN FORT – WALTON BEACH AIRPORT

This Contract Amendment One, made and entered into this 6th day of March, 2018, hereby approves the Amendment for ERMC IV, L.P. (“Contractor”) dated April 17, 2017, by ERMC IV, L.P. (“Contractor”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, the County entered into a Contract Agreement, C17-2557-AP for Preventive Maintenance Boarding Bridges on April 17, 2017 at the Destin – Fort Walton Beach Airport with a current expiration date of April 16, 2020; and

**WHEREAS**, Contractor desires to amend this Contract to include their Hourly Rate both regular and overtime retroactive to April 17, 2017; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific contract provisions in contracts regardless of funding source. These provisions are being incorporated per this amendment as listed below.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**I. AMENDMENT TO THE CONTRACT AGREEMENT**

C17-2557-AP is hereby amended as follows:

1. Hourly rate for Technician standard rate is \$62.00 and the hourly rate for overtime is \$70.50. Hourly rate for Lead Technician standard rate is \$68.50 and the hourly rate for overtime is \$78.50. Total value of contract inclusive of preventative maintenance requirements as listed on the bid sheet and other expenses authorized in the bid will not exceed \$98,490.00.

2. This insurance requirement is added to C17-2557-AP:

All insurance policies shall include a clause to provide thirty (30) days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium.

3. Section VIII titled “Notice” is changed to add the following:

Tracy Stage, A.A.E.  
Airports Director  
1701 State Road 85 North, Suite 1  
Eglin AFB, FL 32542-1498

### **FEDERAL REQUIREMENTS**

- a. The Contractor agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub tier Contractors 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.
  
- b. During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest agrees as follows:
  1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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 Contractor, 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 sub-Contractors, including procurements of materials and leases of equipment. The Contractor 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, 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 sub-Contractor or supplier will be notified by the Contractor of the Contractor'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 Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor'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 Contractor will take action with respect to any subcontract 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 Contractor becomes involved in, or is threatened with litigation by a sub-Contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;

- 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);
- 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;
- 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);
- 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).

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 full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor Wage and Hour Division

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 their sub Contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). 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.

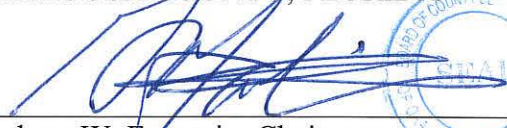
### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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. 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 their sub Contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). 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.

3. All other provisions of the Contract Agreement shall remain in full force and effect through the duration of the Contract term.

**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.


OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Graham W. Fountain, Chairman

Date: 3/6/18



ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II, Clerk





ERMC IV, L.P

Emerson E. Russell  
Emerson E. Russell  
President - CEO  
Date: \_\_\_\_\_

ATTEST:

Inrika Colbra  
Witness

Laura J. Young  
Witness

ACKNOWLEDGMENTS

STATE OF Tennessee  
COUNTY OF Hamilton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared EMERSON E. RUSSELL who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 12<sup>th</sup> day of January, 2017, AD.



Emerson E. Russell  
NOTARY

My Commission Expires: 1-21-18



CA #2

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** March 6, 2018  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** ERMC IV, L.P. Amendment One to Contract  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 2

**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners' approval of the ERMC IV, L.P. Amendment Number One for preventative maintenance on boarding bridges at the Destin - Fort Walton Beach Airport (C17-2557-AP).

**BACKGROUND:** ERMC IV, L.P. entered into a Contract Agreement with Okaloosa County for preventative maintenance for boarding bridges at the Destin - Fort Walton Beach Airport on April 17, 2017 with an expiration date of April 16, 2020. ERMC IV, L.P and Okaloosa County desire to amend the contract to include the Technicians hourly and overtime rates, insurance addition, update notice information, and the new Federal Requirements for contracts. All other provisions of the Contract shall remain in full force and effect. ERMC's certificate of insurance was approved by Risk Management; however, upon scheduling this item for a previous meeting it was noted that the certificate of insurance expired on January 1, 2018. The department contacted ERMC, for a renewal certificate and it is attached. ERMC's President did not date the agreement when he signed the document but in previous correspondence with the County Attorney it was determined acceptable since the Notary witnessed the signing of the document and provides the date, e-mail attached. The procurement contract lease internal coordination is also attached.

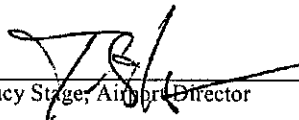
**FUNDING SOURCE, (If Applicable):**

Department # 4202  
 Account # 546640  
 Amount \$98,490 (Not to Exceed)

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve the ERMC IV, L.P. Contract Amendment One to include the referenced rates with a retroactive effective date of April 17, 2017 as described above.

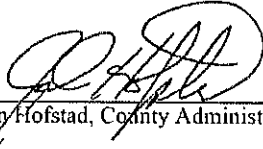
**RECOMMENDED BY:**

  
 Tracy Stage, Airport Director 2/26/2018

SEALING



**APPROVED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 2/27/2018

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C17-2557-AP Tracking Number: 2080-18  
Procurement/Contractor/Lessee Name: ERM C IV, L.P Grant Funded: YES \_\_\_ NO   
Purpose: Amendment One  
Date/Term: 4/16/2020 1.  GREATER THAN \$50,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$25,000  
Department: Airports 3.  \$25,000 OR LESS  
Dept. Monitor Name: Stacy/Mines

**Purchasing Review**  
Procurement requirements are met: w/ Revised MTE limits language  
\$98,490.22 Date: 10/6/17  
~~\_\_\_\_\_~~ Purchasing Director or designee Greg Kisela, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**  
Approved as written: N/A Date: \_\_\_\_\_  
\_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**  
Approved as written: See Approval Dated Date: 10/9/17  
\_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: See Approval Dated Date: 10/12/17  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants**  
Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## Matthew Young

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, October 12, 2017 1:13 PM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter; Krystal King  
**Subject:** RE: ERMCAmendment for Coordination/ coordination no. 2080-18

This is approved for legal purposes.

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**From:** Matthew Young [mailto:myoung@co.okaloosa.fl.us]  
**Sent:** Monday, October 09, 2017 11:11 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter; Krystal King  
**Subject:** FW: ERMCAmendment for Coordination/ coordination no. 2080-18

Good Morning,  
I hope you all had a great weekend. Could you all please review the attached coordination item for the AP?

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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*Please note. Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** Dave Miner  
**Sent:** Thursday, October 05, 2017 1:01 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>; DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** ERMCAmendment for Coordination

Matthew:

Please send the attached ERMCAmendment One out for coordination.  
Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

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**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Dave Miner

---

**From:** Renee (Gayla) Biby  
**Sent:** Monday, November 06, 2017 10:18 AM  
**To:** Matthew Young; Stephanie Herrick; Dave Miner; Lianne Clark  
**Cc:** Greg Kisela  
**Subject:** RE: ERMV IV, L.P Amendment Once? Coordination # 2080-17

Yes, I'm good with this.

Thanks,  
Renee

**From:** Matthew Young  
**Sent:** Thursday, November 02, 2017 2:48 PM  
**To:** Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Dave Miner <dminer@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>  
**Cc:** Greg Kisela <gkisela@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>  
**Subject:** RE: ERMV IV, L.P Amendment Once? Coordination # 2080-17  
**Importance:** High

I'm okay with the NTE listed below.

Greg? Renee? Do you both concur?

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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**From:** Stephanie Herrick  
**Sent:** Thursday, November 02, 2017 2:32 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>; Dave Miner <[dminer@co.okaloosa.fl.us](mailto:dminer@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>

**Cc:** Greg Kisela <[gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)>; Renee (Gayla) Biby <[rbiby@co.okaloosa.fl.us](mailto:rbiby@co.okaloosa.fl.us)>  
**Subject:** RE: ERMV IV, L.P Amendment Once? Coordination # 2080-17

Matthew,

What about something like this (limits to an estimated \$9500 each year for hourly/on call service, however; it places an overall limit to the initial contract term. Regardless, we will not spend over the specified amount. I didn't update the word document because I'm not sure I have the most recent. Let me know if this works.

1. Hourly rate for Technician standard rate is \$62.00 and the hourly rate for overtime is \$70.50. Hourly rate for Lead Technician standard rate is \$68.50 and the hourly rate for overtime is \$78.50. Total value of contract inclusive of preventative maintenance requirements as listed on the bid sheet and other expenses authorized in the bid will not exceed \$98,490.00.

**From:** Matthew Young

**Sent:** Wednesday, November 1, 2017 1:13 PM

**To:** Dave Miner <[dminer@co.okaloosa.fl.us](mailto:dminer@co.okaloosa.fl.us)>; Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>

**Cc:** Greg Kisela <[gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)>; Renee (Gayla) Biby <[rbiby@co.okaloosa.fl.us](mailto:rbiby@co.okaloosa.fl.us)>

**Subject:** ERMV IV, L.P Amendment Once? Coordination # 2080-17

**Importance:** High

Good afternoon,

Are there any updates with the re-write on this? Stephanie, I believe you were going to include an NTE amount.

Respectfully,



**Matthew Young**

Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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## Matthew Young

---

**From:** Krystal King  
**Sent:** Monday, October 09, 2017 10:52 AM  
**To:** Matthew Young; Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter  
**Subject:** RE: ERMCAmendment for Coordination/ coordination no. 2080-18

Risk Management approved

*Krystal King*

Okaloosa County  
Risk Management  
(850)689-5977  
Fax (850)689-5973

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---

**From:** Matthew Young  
**Sent:** Monday, October 09, 2017 10:11 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Subject:** FW: ERMCAmendment for Coordination/ coordination no. 2080-18

Good Morning,

I hope you all had a great weekend. Could you all please review the attached coordination item for the AP?

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) / [www.co.okaloosa.fl.us/](http://www.co.okaloosa.fl.us/)  
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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---

**From:** Dave Miner  
**Sent:** Thursday, October 05, 2017 1:01 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>; DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** ERMCAmendment for Coordination

Matthew:

Please send the attached ERMCA Amendment One out for coordination.  
Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

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## Matthew Young

---

**From:** Stephanie Herrick  
**Sent:** Thursday, November 02, 2017 2:32 PM  
**To:** Matthew Young; Dave Miner; Lianne Clark  
**Cc:** Greg Kisela; Renee (Gayla) Biby  
**Subject:** RE: ERMV IV, L.P Amendment Once? Coordination # 2080-17

Matthew,

What about something like this (limits to an estimated \$9500 each year for hourly/on call service, however; it places an overall limit to the initial contract term. Regardless, we will not spend over the specified amount. I didn't update the word document because I'm not sure I have the most recent. Let me know if this works.

1. Hourly rate for Technician standard rate is \$62.00 and the hourly rate for overtime is \$70.50. Hourly rate for Lead Technician standard rate is \$68.50 and the hourly rate for overtime is \$78.50. Total value of contract inclusive of preventative maintenance requirements as listed on the bid sheet and other expenses authorized in the bid will not exceed \$98,490.00.

---

**From:** Matthew Young  
**Sent:** Wednesday, November 1, 2017 1:13 PM  
**To:** Dave Miner <dminer@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>  
**Cc:** Greg Kisela <gkisela@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>  
**Subject:** ERMV IV, L.P Amendment Once? Coordination # 2080-17  
**Importance:** High

Good afternoon,

Are there any updates with the re-write on this? Stephanie, I believe you were going to include an NTE amount.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us/](http://www.co.okaloosa.fl.us/)  
5479 Old Bethel Rd, Suite A: Crestview, FL 32536

---

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**Dave Miner**

---

**From:** Krystal King  
**Sent:** Monday, December 04, 2017 3:38 PM  
**To:** Dave Miner; Laura Porter  
**Cc:** Stephanie Herrick; Lianne Clark  
**Subject:** RE: ERMCOI Compliance

This meets the contract requirements.

Thanks,

*Krystal King*  
Okaloosa County  
Risk Management  
(850)689-5977  
Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

**From:** Dave Miner  
**Sent:** Monday, December 04, 2017 3:31 PM  
**To:** Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Cc:** Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>  
**Subject:** RE: ERMCOI Compliance

Ms. Porter:

ERMCOI, Mr. Briggs, just sent me the attached COI. Please review and let us know if ERMCOI complies. Thank you.

Dave

**From:** Laura Porter  
**Sent:** Tuesday, November 28, 2017 10:22 AM  
**To:** Dave Miner <dminer@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Cc:** Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>  
**Subject:** RE: ERMCOI Compliance

The COI does not include coverage for workers' compensation or for Business Automobile.

Laura J. Porter  
Risk Manager  
Risk Management Department  
Okaloosa County Board of County Commissioners  
5649-B Old Bethel Road  
Crestview, FL 32539  
Office: (850) 689-5979 Fax: (850) 689-5973  
Email: [lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)

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---

**From:** Dave Miner  
**Sent:** Tuesday, November 28, 2017 9:31 AM  
**To:** Krystal King <[kking@co.okaloosa.fl.us](mailto:kking@co.okaloosa.fl.us)>; Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** ERMCOI Compliance

Krystal:

Please review the attached COI for the ERMCOI contract (C17-2557-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

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request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



Waiver of Subrogation in favor of said additional insured as respect Automobile Liability and Workers Compensation as required by written contact subject to policy terms, conditions, and exclusions where applicable by state law. 30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.



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Energy Centre  
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New Orleans LA 70163

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504 310-3610 *fax*  
www.chubb.com

**Contract # C17-2557-AP**  
**ERMC IV, L.P.**  
**PREVENTIVE MAINTENANCE BOARDING BRIDGES**  
**FOR DESTIN-FORT WALTON BEACH AIRPORT**  
**Expires: 04-16-2020**

November 22, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**  
**CERTIFICATE OF INSURANCE**

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

**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** ERMC IV and as endorsed  
**Address:** 5913 Eden Drive  
**Policy Number:** AAP N14416055 001  
**Policy period:** From: November 10, 2016 To: January 1, 2018 (both dates at 12.01 am LST)  
**Location:** All Premises necessary and incidental to the named insured's aviation operations  
**Type:** Aviation Operations Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$25,000,000 each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit.....	\$25,000,000
Personal Injury and Advertising Injury Aggregate Limit .	\$25,000,000
Malpractice Aggregate Limit .....	\$25,000,000
Hangarkeepers Limit Any One Occurrence.....	\$25,000,000
Hangarkeepers Limit Any One Aircraft..	\$25,000,000

Aggregate limits shown may have been reduced by paid claims.

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".

CHUBB®

November 22, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

**CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

**This certificate is issued at the request of the following Certificate Holder:**

Okaloosa County  
5479 A Old Bethel Road  
Crestview, FL 32536

**Special Conditions:** The Certificate Holder is included as an Additional Insured as per endorsement AAP 207 (11-04). The Certificate Holder is provided a waiver of subrogation as respects the aviation operations of the named insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. We have made provision to provide you with thirty (30) days (but ten (10) days for non payment of premium), prior written notice in the event of cancellation of the above described policy(ies), or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.



By \_\_\_\_\_  
(Authorized Representative)



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

1/25/2018

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B : ACE Property & Casualty Insurance Co	20699
	INSURER C : Liberty Insurance Corporation	42404
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
1439691 ERMC Aviation, LLC  
6020 Shallowford Road  
Suite 108  
Chattanooga TN 37421

COVERAGES CERTIFICATE NUMBER: 15170424 REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-291276-038	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOO G4685276A001	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
C	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 <input checked="" type="checkbox"/> N	N/A	WA7-65D-291276-018(AOS)	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: The Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to any person or organization for which insured is obligated by a written agreement to procure additional insured coverage. Umbrella follows form as it relates to additional insureds. The Automobile Liability and Workers' Compensation policies include Waiver of Subrogation endorsements in favor of any person or organization for which insured is obligated by a written agreement to procure said waiver.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

15170424  
Okaloosa County  
5479A Old Bethel Road  
Crestview FL 32536

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

**CHUBB**

**CHUBB**  
**SPECIALTY CASUALTY - AVIATION**  
Energy Centre  
1100 Poydras Street  
Suite 2150  
New Orleans LA 70163

504 310-3600 *main*  
504 310-3610 *fax*  
www.chubb.com

December 28, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**  
**CERTIFICATE OF INSURANCE**

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**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** Argenbright Holdings I, LLC and ERMCA Aviation, LLC  
**Address:** 6020 Shallowford, Suite 108 Chattanooga, TN 37421  
**Policy Number:** AAP N14416055 002  
**Policy period:** From: January 1, 2018 To: January 1, 2019 (both dates at 12.01 am LST)  
**Location:** All Premises necessary and incidental to the named insured's aviation operations  
**Type:** Aviation Operations Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$25,000,000 each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit..... \$25,000,000  
Personal Injury and Advertising Injury Aggregate Limit . . . . . \$25,000,000  
Malpractice Aggregate Limit ..... \$25,000,000  
Hangarkeepers Limit Any One Occurrence..... \$ 25,000,000  
Hangarkeepers Limit Any One Aircraft.. . . . . \$25,000,000

Aggregate limits shown may have been reduced by paid claims.

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".

CHUBB®

December 28, 2017

ACE PROPERTY & CASUALTY INSURANCE COMPANY  
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)

This certificate is issued at the request of the following Certificate Holder:

Okaloosa County  
5479 A Old Bethel Road  
Crestview, FL 32536

**Special Conditions:** The Certificate Holder is included as an Additional Insured as per endorsement AAP 207 (11-04). The Certificate Holder is provided a waiver of subrogation as respects the aviation operations of the named insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. We have made provision to provide you with thirty (30) days (but ten (10) days for non payment of premium), prior written notice in the event of cancellation of the above described policy(ies), or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.



By \_\_\_\_\_  
(Authorized Representative)

## Dave Miner

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, November 28, 2017 12:27 PM  
**To:** Stephanie Herrick; Dave Miner  
**Cc:** Tracy Stage; Lianne Clark  
**Subject:** RE: Crestview Hangar 51

Yes, it should be fine, since the notary is attesting she/he witnessed the signing of the document, so either way it would be the same date.

---

**From:** Stephanie Herrick [mailto:sherrick@co.okaloosa.fl.us]  
**Sent:** Tuesday, November 28, 2017 12:28 PM  
**To:** Dave Miner  
**Cc:** Tracy Stage; Lianne Clark; Parsons, Kerry  
**Subject:** RE: Crestview Hangar 51

His signature isn't dated or is it the notary acknowledgement? If it's his signature, I would assume that the notary certification would be enough since the notary certifies that he personally appeared and executed the document.

Kerry,

What do you think? If he did not date below the James Montgomerie but the notary did date it, would this be acceptable to the BOCC to leave the date blank?



CHUBB  
 SPECIALTY CASUALTY - AVIATION  
 Energy Centre  
 1100 Poydras Street  
 Suite 2150  
 New Orleans LA 70163

504 310-3600 *main*  
 504 310-3610 *fax*  
 www.chubb.com

**Contract # C17-2557-AP**  
**ERMC IV, L.P.**  
**PREVENTIVE MAINTENANCE BOARDING BRIDGES**  
**FOR DESTIN-FORT WALTON BEACH AIRPORT**  
**EXPIRES: 04-16-2020**

July 31, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**  
**CERTIFICATE OF INSURANCE**

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

**THIS IS TO CERTIFY** that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

**DESCRIPTIVE SCHEDULE**

**Named Insured:** ERMC IV and as endorsed  
**Address:** 5913 Eden Drive  
**Policy Number:** AAP N14416055 001  
**Policy period:** From: November 10, 2016 To: November 10, 2017 (both dates at 12.01 am LST)  
**Location:** All Premises necessary and incidental to the named insured's aviation operations  
**Type:** Aviation Operations Liability insurance  
**Limits of insurance:** Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined \$25,000,000 each occurrence/offense, subject to the following limitations:

Products-Completed Operations Aggregate Limit.....	\$25,000,000
Personal Injury and Advertising Injury Aggregate Limit .	\$25,000,000
Malpractice Aggregate Limit.....	\$25,000,000
Hangarkeepers Limit Any One Occurrence .....	\$25,000,000
Hangarkeepers Limit Any One Aircraft..	\$25,000,000

Aggregate limits shown may have been reduced by paid claims.

**Additional Agreement:** Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".



**CHUBB®**

July 31, 2017

**ACE PROPERTY & CASUALTY INSURANCE COMPANY  
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

**This certificate is issued at the request of the following Certificate Holder:**

Okaloosa County Airports  
1701 State Rd 85N  
Eglin Air Force Base, FL 32542-1498

**Special Conditions:** The Certificate Holder is included as an Additional Insured as per endorsement AAP 207 (11-04). The Certificate Holder is provided a waiver of subrogation as respects the aviation operations of the named insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. We have made provision to provide you with thirty (30) days (but ten (10) days for non payment of premium), prior written notice in the event of cancellation of the above described policy(ies), or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.



By \_\_\_\_\_  
(Authorized Representative)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2017

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).

<b>PRODUCER</b> Commercial Lines - (972) 588-6456 Wells Fargo Insurance Services USA, Inc. 5151 Belt Line Road, Suite 200 Dallas, TX 75254	<b>CONTACT NAME:</b> Karen Doerrer <b>PHONE (A/C, No, Ext):</b> 972-588-6403 <b>FAX (A/C, No):</b> 855-605-8264 <b>E-MAIL ADDRESS:</b> Karen.doerrer@wellsfargo.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td><b>INSURER B:</b> ACE Property and Casualty Ins. Co.</td> <td>20699</td> </tr> <tr> <td><b>INSURER C:</b> Agri General Insurance Company</td> <td>42757</td> </tr> <tr> <td><b>INSURER D:</b> ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> ACE American Insurance Company	22667	<b>INSURER B:</b> ACE Property and Casualty Ins. Co.	20699	<b>INSURER C:</b> Agri General Insurance Company	42757	<b>INSURER D:</b> ACE Fire Underwriters Ins. Co.	20702	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER E:</b>														
<b>INSURER F:</b>														
<b>INSURED</b> ERMIC IV LP 6148 Lee Highway Suite 300 Chattanooga, TN 37421														

**COVERAGES**                      **CERTIFICATE NUMBER:** 12110465                      **REVISION NUMBER:** See below

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>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision Ded.			ISAH0904923A	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			M00794612	10/01/16	10/01/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC48611473	10/01/16	10/01/17	<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
C				WLRC486114997	10/01/16	10/01/17	
D				SCFC48611485	10/01/16	10/01/17	

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

RE: Okaloosa County Airport Maintenance Agreement. The Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to any person or organization for which insured is obligated by a written agreement to procure additional insured coverage. Umbrella follows form as it relates to additional insureds.

The Automobile Liability and Workers' Compensation policies include Waiver of Subrogation endorsements in favor of any person or organization for which insured is obligated by a written agreement to procure said waiver.

30 Days Notice of Cancellation applies

<b>CERTIFICATE HOLDER</b> Okaloosa County 1701 State Road 85 N Elgin Air Force Base, FL 32542-1498	<b>CANCELLATION</b> 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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# NOTICE TO PROCEED

**TO: ERMIC IV, L.P.**  
**5913 Eden Drive**  
**Haltom City, Texas 76117**

PROJECT: Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport

DESCRIPTION: RFB AP 11-17, Contract # C17-2557-AP

You are hereby notified you are able to commence WORK in accordance with the Agreement dated 4/17/2017, 2017. The initial term of the contract shall commence upon approval of the contract by the County and shall continue for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: Matthew Young, 5479A Old Bethel Road, Crestview, FL 32536, within 15 days from the date this **NOTICE TO PROCEED** is fully executed.

Dated this 25th day of April, 2017

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY:   
\_\_\_\_\_  
Greg Kisela, Purchasing Director

## ACCEPTANCE OF NOTICE

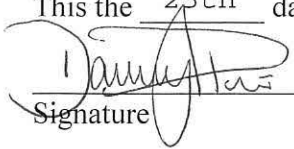
Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Date of Commencement of Work: 7/27/2017.

ERMIC IV, L.P.

\_\_\_\_\_  
Company Name

This the 25th day of April, 2017

  
\_\_\_\_\_  
Signature

By: Danny Pena  
\_\_\_\_\_  
Type or Print Name

Title: Vice President  
\_\_\_\_\_

*EMRC IV, L.P.*

# NOTICE OF AWARD

**TO: EMRC IV, L.P.**  
5913 Eden Drive  
Haltom City, Texas 76117

PROJECT: Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport

DESCRIPTION: RFB AP 11-17, contract # TBD

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement and you are hereby notified that your bid has been accepted in the amounts specified within the bid.

**This Notice of Award is a tentative award of contract and is not final until the contract is signed by both parties.**

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, ATTN: Matthew Young, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call Charles Powell at 850-689-5960.

Dated this 21<sup>st</sup> day of March, 2017

## OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: *Greg Kisela* TITLE Purchasing Director  
Greg Kisela

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: *EMRC IV, l.p. By: Emerson C. Russell*

This the 29 day of March, 2017.

BY: *Emerson C. Russell*

Title: *President - CEO*

**CONTRACT**  
**For RFB AP 11-17**  
**Preventive Maintenance Boarding Bridges**  
**for Destin-Fort Walton Beach Airport**

This Contract executed and entered into this 17<sup>th</sup> day of April, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and ERMC IV, L.P. (hereinafter the "Contractor"), whose principal address is 5913 Eden Drive, Haltom City, Texas 76117, states as follows:

**WITNESSETH:**

**WHEREAS**, after due review of all bids, ERMC IV, L.P. has been selected for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated by reference into this Contract and are attached as:

1. Exhibit "A", Request for Bid;
2. Exhibit "B", Request for Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFB AP 11-17, Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**, date of opening February 22<sup>nd</sup>, 2017 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**II. Scope of Work**

The Contractor will perform all work outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to and fully executed by both parties.

**III. Method of Payment**

The Contractor will be paid for the delivery of services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Bid Sheet).

**IV. Invoice Requirements**

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within twenty-five (25) days of invoice date.



In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

#### **V. Duration of Contract and Termination of the Contract**

The Contract will be valid when fully executed by both parties. The initial term of the contract shall commence upon approval of the contract by the County and shall continue for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

#### **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

#### **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

#### **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representative of the County shall be:**

John Hofstad, County Administrator  
1250 North Eglin Parkway, Suite 100  
Shalimar, Florida, 32548  
Phone: 850-651-7515  
Fax: 850-651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)

**The authorized representative for ERMV IV, L.P. shall be:**

Emerson E. Russell  
5913 Eden Drive  
Haltom City, Texas 76117  
Phone: 817-834-0244  
Email: [erussell@ermv2.com](mailto:erussell@ermv2.com)

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

**IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

**X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

#### **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

#### **XIII. Entire Contract & Waivers**

This Contract and Exhibits "A" and "B" as incorporated herein, contains the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.



The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

**XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of <sup>EMRC</sup>EMRC IV, L.P. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of <sup>EMRC</sup>EMRC IV, L.P. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

<sup>EMRC</sup>EMRC IV, L.P.

OKALOOSA COUNTY, FLORIDA

Emerson E. Russell  
Signature

[Signature]  
John Hofstad, County Administrator

Emerson E. Russell  
Print Name

Date: 4/17/17

President - CEO  
Print Title

Date: 3/29/2017

Agreement RFB AP 11-17, Contract number: C17-2557-AP is ratified by the Board of County Commissioners, this 16th day of May, 2017.

**OKALOOSA COUNTY, FLORIDA**

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman



Date: 5/16/2017

ATTEST:

J.D. Peacock II  
J.D. Peacock II, Clerk



### 3. Proposal Response Forms

#### A. Respondent Acknowledgement Form

# Exhibit A




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### REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

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**RFB TITLE:**  
Preventive Maintenance Boarding Bridges  
for Destin-Fort Walton Beach Airport

**RFB NUMBER:**  
RFB AP 11-17

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<b><u>MANDATORY PRE-BID TOUR:</u></b>	February 2 <sup>nd</sup> , 2017	1:30 P.M. cst
<b><u>LAST DAY FOR QUESTIONS:</u></b>	February 9 <sup>th</sup> , 2017	3:00 P.M. cst
<b><u>RFB OPENING DATE &amp; TIME:</u></b>	February 22 <sup>nd</sup> , 2017	3:00 P.M. cst

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME: ERMC IV, L.P.

MAILING ADDRESS: 5913 Eden Drive

CITY, STATE, ZIP: Haltom City, Texas 76117

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 62-1828882

TELEPHONE NUMBER: 817.834.0244 EXT: \_\_\_\_\_ FAX: 817.834.0254

EMAIL: erussell@ermc2.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Emerson E. Russell* TYPED OR PRINTED NAME: Emerson E. Russell

TITLE: President / CEO DATE: 02-17-2017

Rev: September 22, 2015



# NOTICE TO RESPONDENTS

## RFB AP 11-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) February 22<sup>nd</sup>, 2017**, for **Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

A **mandatory pre-bid tour** will be held at **1:30 p.m. on February 2<sup>nd</sup>, 2017** at the Destin-Fort Walton Beach Airport, Airport Administration Conference Room (2nd Floor), 1701 State Road 85 North, Eglin AFB, FL 32542, Phone (850) 651-7160 ext. 4.

**All originals must have original signatures in blue ink.**

At **3:00 p.m. (CST), February 22<sup>nd</sup>, 2017**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.**


The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport**

Clerk of Circuit Court  
Attn: Mary Carson  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

  
\_\_\_\_\_  
Gregory Kisela  
Purchasing Director

  
\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel  
Chairman

# **BID REQUIREMENTS**

**BID #:** RFB AP 11-17

**BID ITEM:** Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport

## **1. REQUEST**

This document is a Request for Bid from individuals and/or organization(s) that possess any combination of the General Scope of Work below:

2. **BACKGROUND** – The Okaloosa County Airports are comprised of three airports; the Crestview/Bob Sikes Airport (CEW), the Destin Executive Airport (DTS), and the Destin-Fort Walton Beach Airport (VPS). The Destin-Fort Walton Beach Airport, a small hub facility, provides air transportation for all of Northwest Florida, from east to Pensacola to west Panama City. Currently six commercial airlines operate from the Destin-Fort Walton Beach Airport, carrying approximately 840,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by American Airlines, United Airlines, Delta Air Lines, Allegiant Air, Glo and Contour Airlines. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news and gifts concessions are located on the first & second floors. The airport has five Jet Way Passenger loading bridges with bag lifts and two Thyssen Krupp ground loading bridges, two out bound baggage handling systems with flat plate carousels at the end and two inbound flat plate carousels and belt systems.

## **3. GENERAL SCOPE OF WORK**

- 3.1 The County desires services of a maintenance services and repair operation with at least five (5) years of successful, continuous, and recent experience in the preventive maintenance and repair of passenger boarding bridges, ground power units, preconditioned air units, potable water cabinets, ticket counters, baggage handling conveyor systems, baggage make up units, walkways, stairs, bag lifts, and security doors. Must be able to make repairs such as, but not limited to PLB flooring, metal works, and repair/replace canvas transition, and canopies.
- 3.2 Preventive maintenance will include visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per OEM specification. Will provide all labor, tools, parts, and equipment.
- 3.3 The period of this contract shall be for three (3) years and the effective date is expected to be on or before June 2017. This contract will have an option to renew for two (2) additional one (1) year periods if both parties agree to the renewal.
- 3.4 Respondent must be qualified and licensed to conduct business in Okaloosa County, Florida.
- 3.5 Respondent must demonstrate financial responsibility. Respondents shall submit the past five (5) years of financial statements prepared in accordance with generally accepted accounting principles.
- 3.6 The maintenance services will be located inside the secured area of the airport near or on the aircraft apron. Personnel must obtain and maintain a Security Identification Display Badge (see attached requirements).

- 3.7 Will provide prompt response (within 12 hours) to all scheduled and unscheduled service and repair requests.
- 3.8 Parts, labor, travel, and per diem, for all work outside of preventive maintenance will be billable. Travel and per diem rates will be in accordance with the Okaloosa County Travel Policy. Travel is \$.5354 per mile and per diem is \$41.00 per day.
- 3.9 Provide tech support to include on-site visits for Programmable Logic Controllers (PLC).
- 3.10 With approval from the Destin-Fort Walton Beach Airport Designee order all replacement parts, material, to replace defective parts, i.e., rollers, belts, PLC's, motors, lift screws, canopy bumpers, canopy's, cpu cables, plugs, air compressor, diodes, capacitors, etc. All parts, and material will be billable at cost, no mark up.
- 3.11 All inspections, repairs or replacement items will be at a time that will not interfere with airline operations.
- 3.12 Review each inspection with the airport maintenance supervisor/designee before departing the site.
- 3.13 The successful bidder will notify the airport in advance to schedule quarterly PM's. Bidder will notify the airport when on site and upon leaving site.

**TERM OF CONTRACT:**

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

**RENEWAL OPTION:**

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

# **GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS**

REVISED: 02/09/2016

## **BONDING REQUIREMENTS**

1. There are no bonding requirements.

## **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.



10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent's Liability
  - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

## LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

## NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **GENERAL BID CONDITIONS**

### **1. PRE-BID ACTIVITY -**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [cpowell@co.okaloosa.fl.us](mailto:cpowell@co.okaloosa.fl.us)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid



documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.tcgen.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent’s name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or

alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

**11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

**15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

**19. LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

**20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**21. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

**22. NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

**Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

**23. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**24. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**25. PROTECTION OF RESIDENT WORKERS** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**26. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.



- 27. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 29. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 31. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 32. The following documents shall be submitted with the bid packet:**
- A. Drug-Free Workplace Certification Form
  - B. Conflict of Interest
  - C. Federal E-Verify
  - D. No Contact Clause Form
  - E. Recycled Content Form
  - F. Indemnification and Hold Harmless
  - G. Prohibition to Lobbying
  - H. Company Data
  - I. Addendum Acknowledgement
  - J. Anti-Collusion Statement
  - K. Bid Sheet

## B. Drug-Free Workplace Certification

### DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 02-17-2017

COMPANY: ERMC IV, L.P.

ADDRESS: 5913 Eden Drive  
Haltom City, Texas 76117

PHONE NO.: 817.834.0244

SIGNATURE: 

NAME: Emerson E. Russell  
(Typed or Printed)

TITLE: President / CEO

E-MAIL: erussell@ermc2.com

## C. Conflict of Interest Disclosure Form

### CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO X \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME: ERMC IV, L.P.

BY (PRINTED): Emerson E. Russell

BY (SIGNATURE): *Emerson E. Russell*

TITLE: President / CEO

ADDRESS: 5913 Eden Drive  
Haltom City, Texas 76117

PHONE NO. 817.834.0244

E-MAIL erussell@ermc2.com

DATE 02-17-2017

## D. Federal E-Verify Compliance Certification

### FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 02-17-2017

SIGNATURE: *Emerson E. Russell*

COMPANY: ERMC IV, L.P.

NAME: Emerson E. Russell

ADDRESS: 5913 Eden Drive  
Haltom City, Texas 76117

TITLE: President / CEO

E-MAIL: erussell@ermc2.com

PHONE NO.: 817.834.0244

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin NA or Recycled NA (Check the applicable blank). If recycled, what percentage NA %.

Product Description: NA

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2. Is your product packaged and/or shipped in material containing recycled content?

Yes NA No NA

Specify: NA

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3. Is your product recyclable after it has reached its intended end use?

Yes NA No NA

Specify: NA

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The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Emerson E. Russell 

E-Mail: erussell@ermc2.com



## E. No Contact Clause

### NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I *Emerson B. Russell* representing ERMIC IV, L.P.  
Signature Company Name

On this 17 day of February 2017 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## G. Indemnification and Hold Harmless

### INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

ERMC IV, L.P.  
Respondent's Company Name

*Emerson E. Russell*  
Authorized Signature – Manual

5913 Eden Drive - Haltom City, Texas 76117  
Physical Address

Emerson E. Russell  
Authorized Signature – Typed

5913 Eden Drive - Haltom City, Texas 76117  
Mailing Address

President / CEO  
Title

817.834.0244  
Phone Number

817.834.0254  
FAX Number

423.394.2045  
Cellular Number

682.218.6360  
After-Hours Number(s)

02-17-2017  
Date

## H. Prohibition to Lobbying

### LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, 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 undersigned, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ERMC IV, L.P., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Emerson E. Russell - President / CEO Name and Title of Contractor's Authorized Official

02-17-2017 Date



## I. Company Data

### COMPANY DATA

Respondent's Company Name: ERMIC IV, L.P.

Physical Address & Phone #:

5913 Eden Drive

Haltom City, Texas 76117

817.834.0244

Contact Person (Typed-Printed): Emerson E. Russell

Phone #: 817.834.0244

Cell #: 423.593.5661

Federal ID or SS #: 62-1828882

Respondent's License #: CGC1519621

Fax #: 817.834.0254

Emergency #'s After Hours,  
Weekends & Holidays: 682.218.6360

## J. Addendum Acknowledgement

### ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
# 1 (RFB AP 11-17)	02-07-2017
# 2 (RFB AP 11-17)	02-09-2017

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

## K. Anti-Collusion Statement

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

ERMC IV, L.P.  
Bidder's Company Name

  
Authorized Signature – Manual

Emerson E. Russell  
Authorized Signature – Typed

5913 Eden Drive - Haltom City, Texas 76117  
Address

President / CEO  
Title

817.834.0244  
Phone #

817.834.0254  
Fax #

62-1828882  
Federal ID # or SS #

**Bid Sheet**

**BID SHEET**

Date Submitted: 02-20-2017

**BID#:** RFB AP 11-17

**BID TITLE:** Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport

**TOTAL BID PRICE:** \$ 69,990.00 - Sixty-Nine Thousand, Nine-Hundred and Ninety Dollars and Zero Cents.

**REMARKS:** Year 1 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Year 2 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Year 3 - \$23,330.00 - Twenty-Three Thousand, Three Hundred and Thirty Dollars and Zero Cents  
Option Year 4 - \$24,425.00 - Twenty-Four Thousand, Four Hundred and Twenty-Five Dollars and Zero Cents  
Option Year 5 - \$25,335.00 - Twenty-Five Thousand, Three Hundred and Thirty-Five Dollars and Zero Cents

Three Year Total: \$69,990.00 - Sixty-Nine Thousand, Nine-Hundred and Ninety Dollars and Zero Cents.



President/CEO  
ERMC IV, L.P.

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: RFB AP 1-17 Tracking Number: 2332-17  
Contractor/Lessee Name: ERMC III, L.P. Grant Funded: YES \_\_\_ NO X  
Purpose: Preventive Maintenance Boarding Bridges  
Date/Term: 3 yrs w/ option to renew for two additional one yr periods  
Amount: \_\_\_\_\_  
Department: AP  
Dept. Monitor Name: Stacy Miner  
1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS  
Document has been reviewed and includes any attachments or exhibits.

### Purchasing Review

Procurement requirements are met:

  
Purchasing Director or designee

Date: 3/2/2017

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

### Risk Management Review

Approved as written:

  
Risk Manager or designee

Date: 3-21-17

Laura Porter or Krystal King

### County Attorney Review

Approved as written:

see Approval dated 3/2/2017

Date: \_\_\_\_\_

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

### Contracts & Grants

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_



## Matthew Young

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, March 21, 2017 10:31 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Charles Powell  
**Subject:** RE: RFB AP 11-17 final review

Good Morning Mathew:

This is approved for legal purposes.

Feel free to call me Kerry.

Have a great day!  
Kerry

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**From:** Matthew Young [mailto:[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)]  
**Sent:** Tuesday, March 21, 2017 10:54 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Charles Powell  
**Subject:** RFB AP 11-17 final review

Good morning, Ms. Parsons.

The BCC has approved our request to award the contract to EMRC for RFB AP 11-17 (Preventive Maintenance Boarding Bridges). I have attached the revised contract in word and a pdf of the complete contract, including Exhibit A, for your review. Thank you for your feedback.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A Crestview, FL 32536

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**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

CA # 23

**DATE:** May 16, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Greg Kisela  
**SUBJECT:** Request approval of the contract with ERMC IV, L.P.  
**DEPARTMENT:** Purchasing  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** Request Chairman's signature and ratification of the contract with ERMC IV, L.P. for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport.  
(RFB AP 11-17)

**BACKGROUND & ANALYSIS:** On March 21, 2017, the Board approved award to ERMC IV, L.P. for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport. The contract with ERMC IV, L.P. for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport was sent to and subsequently signed in error by the County Administrator on, April 17, 2017; but upon further review, due to the threshold amount, the contract will need to be ratified by the Board of County Commissioners. The Contractor has begun work at the Airports. Staff is requesting the Board ratify the contract retroactive to April 17, 2017 and authorize the Chairman's signature on the ratification page.

**OPTIONS:** Approve/Deny

**RECOMMENDATION:** Staff recommends approval/ratification of the contract to ERMC IV, L.P. for the Preventive Maintenance Boarding Bridges for Destin-Fort Walton Beach Airport.

  
\_\_\_\_\_  
Greg Kisela, Purchasing Director

5/3/2017

**RECOMMENDED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator

5/9/2017

**APPROVED BY:**

**John Hofstad, County Administrator**

**SCANNED**

