

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/15/2022

Contract/Lease Control #: C23-3276-AP

Procurement#: RFQ AP 02-22

Contract/Lease Type: CONTRACT

Award To/Lessee: AVCON, Inc.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/15/2022

Expiration Date: 11/15/2024

Description of Contract/Lease: A&E SERVICES TO REPLACE PASSENGER BOARDING BRIDGES

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

Unique Entity ID HKABMGASC5Z3	CAGE / NCAGE 58CT8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 15, 2023	
Physical Address 5555 E Michigan ST STE 200 Orlando, Florida 32822-2700 United States	Mailing Address 5555 E. Michigan ST. Suite 200 Orlando, Florida 32822-2700 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 07	State / Country of Incorporation Florida / United States	URL www.avconinc.com

Registration Dates

Activation Date Dec 20, 2021	Submission Date Dec 16, 2021	Initial Registration Date Oct 23, 2008
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Entity Dates

Entity Start Date May 6, 1988	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
------------------	-------------	----------------------

Socio-Economic Types**Minority Owned Business****Subcontinent Asian (Asian-Indian) American
Owned**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information**Accepts Credit Card Payments
No****Debt Subject To Offset
No****EFT Indicator
0000****CAGE Code
58CT8****Points of Contact****Electronic Business****☒
Rick V. Baldocchi, P.E., Vice President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Sandeep Singh, P.E., President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Government Business****☒
Rick V. Baldocchi, P.E., Vice President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Sandeep Singh, P.E., President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Past Performance****☒
Rick V. Baldocchi, P.E., Vice President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Sandeep Singh, P.E., President****5555 E. Michigan ST.
Suite 200
Orlando, Florida 32822
United States****Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	236220	Commercial And Institutional Building Construction
	237310	Highway, Street, And Bridge Construction
	541340	Drafting Services
	541350	Building Inspection Services

Product and Service Codes

C1AA	Architect And Engineering- Construction: Office Buildings
C1AZ	Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings
C1BC	Architect And Engineering- Construction: Radar And Navigational Facilities
C1BD	Architect And Engineering- Construction: Airport Runways And Taxiways
C1BE	Architect And Engineering- Construction: Airport Terminals
C1BG	Architect And Engineering- Construction: Electronic And Communications Facilities
C1BZ	Architect And Engineering- Construction: Other Airfield Structures
C1CA	Architect And Engineering- Construction: Schools
C1CZ	Architect And Engineering- Construction: Other Educational Buildings
C1EZ	Architect And Engineering- Construction: Other Industrial Buildings
C1FA	Architect And Engineering- Construction: Family Housing Facilities
C1FB	Architect And Engineering- Construction: Recreational Buildings
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LB	Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1MG	Architect And Engineering- Construction: Epg Facilities - Solar
C1NB	Architect And Engineering- Construction: Heating And Cooling Plants
C1ND	Architect And Engineering- Construction: Sewage And Waste Facilities
C1NE	Architect And Engineering- Construction: Water Supply Facilities
C1NZ	Architect And Engineering- Construction: Other Utilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C200	Architect And Engineering- General
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
C215	Architect And Engineering- General: Production Engineering
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering
C221	Architect And Engineering- General: Plumbing Systems
C222	Architect And Engineering- General: Electrical Systems
C223	Architect And Engineering- General: Mechanical Systems

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Florida	(blank)	(blank)
Counties		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
AVCON, INC.

Filing Information

Document Number K22990
FEI/EIN Number 59-2890463
Date Filed 05/05/1988
State FL
Status ACTIVE

Principal Address

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Changed: 11/21/2002

Mailing Address

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Changed: 11/21/2002

Registered Agent Name & Address

SINGH, SANDEEP
5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822

Name Changed: 03/26/1997

Address Changed: 02/06/2003

Officer/Director Detail

Name & Address

Title DCP

SINGH, SANDEEP
11138 BRIDGE HOUSE RD.
WINDERMERE, FL 34786

Title VP

BALDOCCHI, RICHARD V
750 ALBA DR.
ORLANDO, FL 32804

Title ST

KRISS, JAMES A
9348 THURLOE PLACE
ORLANDO, FL 32827-7003

Title Director

LEWIS, VIRGIL C
604 SAILBOAT DRIVE
NICEVILLE, FL 32578

Annual Reports

Report Year	Filed Date
2021	01/07/2021
2022	01/04/2022
2022	06/15/2022

Document Images

06/15/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/23/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
01/07/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2003 -- ANNUAL REPORT	View image in PDF format
01/14/2002 -- ANNUAL REPORT	View image in PDF format

[04/04/2001 -- ANNUAL REPORT](#)

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[05/31/2000 -- ANNUAL REPORT](#)

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[01/27/1998 -- ANNUAL REPORT](#)

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[03/26/1997 -- ANNUAL REPORT](#)

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[04/23/1996 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[02/06/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4950-23

Procurement/Contractor/Lessee Name: AVCON, Inc. Grant Funded: YES NO

Purpose: A&E Services to Replace Passenger Boarding Bridges at VPS

Date/Term: 2yrs from Contract Execution GREATER THAN \$100,000

Department #: 742248 2. GREATER THAN \$50,000

Account #: 563490 3. \$50,000 OR LESS

Amount: \$377,290⁷⁰

Department: Airport Dept. Monitor Name: Tracy Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:

Jessica Darr Date: _____

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: Mindy Kane Grants Coordinator

FOOT grant
see email
at 8:28 AM

Grant Name: G 2895

Date: 1 NOV, 2022

Risk Management Review

Approved as written: Lydia Garcia Risk Manager or designee

See Email
at 8:36 AM

Date: 14 Oct, 2022

Lisa Price

County Attorney Review

Approved as written: Lynn Hoshihara County Attorney

See Email
at 4:18 pm

Date: 26 Oct, 2022

Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: Robert Rogers

See pre solicitation
form

Date: 27 Sept, 2022

IT Review (if applicable)

Approved as written: NA

Date: NA

Jesica Darr

From: Lydia Garcia
Sent: Friday, October 14, 2022 8:36 AM
To: Jesica Darr
Cc: DeRita Mason; Lynn Hoshihara; Kerry Parsons
Subject: FW: Approval requested 21 Oct RFQ AP 02-22
Attachments: RFQ AP 02-22 Draft contract V1 Dated 13 October 2022.docx; RFQ AP 02-22 Attachments Referenced within Contract.pdf; General Service Insurance Requirements W-Professional Liability.docx

Good Morning All,

Thank you Jesica for including the reference RFQ, that was really helpful. The Contract for Professional Consulting Services is approved by Risk Management contingent upon: the provided General Service Insurance Requirements with Professional Liability is "Attachment B" referenced in Article Fourteen Insurance.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://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: Kristina LoFria <klofria@myokaloosa.com>
Sent: Thursday, October 13, 2022 3:26 PM
To: Lydia Garcia <lgarcia@myokaloosa.com>
Subject: FW: Approval requested 21 Oct RFQ AP 02-22

Kristina LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301

Jesica Darr

From: Mindy Kane
Sent: Tuesday, November 1, 2022 8:28 AM
To: Jesica Darr
Subject: RE: Approval requested 1 Oct RFQ AP 02-22

This is approved for grants

Thank you,
Mindy Kane
Accountant

Okaloosa Board of County Commissioners
Grants Administration
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL. 32579
(850) 609-7074
E-mail: mkane@myokaloosa.com



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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Monday, October 31, 2022 3:29 PM
To: Mindy Kane <mkane@myokaloosa.com>
Subject: FW: Approval requested 1 Oct RFQ AP 02-22

Mindy,

Good Afternoon !

Here is the draft contract that I was supposed to have approved for the 15 November board.

The e-mail is attached, where you gave approval for the advertisement on 21 November.

Please see the contract for review and approval. If you could approve by tomorrow sometime, we would really appreciate it, so it can go to the 15 November board.

Thank you so much !! Have a great day!

Respectfully,

Jesica

From: Jessica Darr
Sent: Monday, October 31, 2022 3:01 PM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: FW: Approval requested 2 Oct RFQ AP 02-22

Suzanne,

Good Afternoon !

I thought you were copied below. I must have forwarded a template e-mail without your name in the "send" to box.

This was due over a week ago and I thought you were still working on this, however, it was never sent to you. That was my fault.

- **Could you please review and possibly send back the approval within the next 2 business days, if possible ? This way I could maybe make the 15 November board.**

If not, then please send back by 9 October. I'll have to admit I made a mistake and forgot to send this over to you.

This project was started over 12 months ago and then placed on hold. I don't think I have a copy of the grant right now.

It is an FDOT grant, G2895. I've attached the grant for your convenience.

Thank you for your help and time! Have a great day!

Respectfully,

Jesica

From: Lydia Garcia <lgarcia@myokaloosa.com>
Sent: Friday, October 14, 2022 8:36 AM
To: Jessica Darr <jdarr@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kerry Parsons <kparsons@myokaloosa.com>
Subject: FW: Approval requested 21 Oct RFQ AP 02-22

Good Morning All,

Thank you Jesica for including the reference RFQ, that was really helpful. The Contract for Professional Consulting Services is approved by Risk Management contingent upon: the provided General Service Insurance Requirements with Professional Liability is "Attachment B" referenced in Article Fourteen Insurance.

Jesica Darr

From: Mindy Kane
Sent: Tuesday, November 2, 2021 7:11 AM
To: Jesica Darr; kparsons@ngn-tally.com; Robert Chad Rogers; Raymond Beasley
Cc: Jeffrey Hyde; DeRita Mason; Jane Evans; Suzanne Ulloa
Subject: RE: RFQ AP 02-22 A & E Services Replace Boarding Bridges

This is approved for grants.

Thank you,
Mindy Kane
Accountant

Okaloosa Board of County Commissioners
Grants Administration
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL. 32579
(850) 609-7074
E-mail: mkane@myokaloosa.com



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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, November 2, 2021 6:55 AM
To: Mindy Kane <mkane@myokaloosa.com>; kparsons@ngn-tally.com; Robert Chad Rogers <rrogers@myokaloosa.com>; Raymond Beasley <rbeasley@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RFQ AP 02-22 A & E Services Replace Boarding Bridges

Chad,

Good Morning !

I haven't heard back from the grant and legal team for approval on this one yet.

Could we extend this to advertise on Monday 15 November ? Also, this doesn't have to be reviewed by I.T. right (because there aren't any I.T. components) ?

Please advise. Thank you! Have a good day!

Respectfully,

Jesica

Jesica Darr

From: Lynn Hoshihara
Sent: Wednesday, October 26, 2022 4:18 PM
To: Jesica Darr; DeRita Mason; kparsons@ngnlaw.com
Subject: Re: Approval requested 21 Oct RFQ AP 02-22
Attachments: RFQ AP 02-22 Draft contract 10.26.22.docx

Categories: 02-22 A & E Services

Jesica,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: Jesica Darr
Sent: Thursday, October 13, 2022 4:08 PM
To: Jeffrey Hyde; DeRita Mason; Robert Chad Rogers; kparsons@ngn-tally.com; kparsons@ngn-tally.com; kparsons@ngnlaw.com; Kristina LoFria
Cc: Lynn Hoshihara NGN-Tally; Lynn Hoshihara
Subject: Approval requested 21 Oct RFQ AP 02-22

Good Afternoon, All !

Please see the attached draft contract for review and approval. Please send back by 21 October.

Thank you!

Respectfully,

Jesica

Jesica Darr

From: Stephen Saxer
Sent: Thursday, October 13, 2022 8:34 AM
To: Jesica Darr; Robert Chad Rogers
Cc: Allyson Oury
Subject: RE: RFQ AP 02-22 Fee Request (Negotiations Part 4) AVCON Response

Jesica,

This should line up with what we submitted on the pre solicitation form. We plan on using the FDOT money for this Contract. Department 742248 account 563490.

Thank you,

Stephen Saxer
Airports Finance & Project Development Specialist
Okaloosa County Airports

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, October 13, 2022 8:27 AM
To: Robert Chad Rogers <rrogers@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Stephen Saxer <ssaxer@myokaloosa.com>
Subject: RE: RFQ AP 02-22 Fee Request (Negotiations Part 4) AVCON Response

Chad,

Good Morning !

Please e-mail the department and account numbers for coordination.

Thank you!

Respectfully,

Jesica

From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Tuesday, October 11, 2022 3:39 PM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Stephen Saxer <ssaxer@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: FW: RFQ AP 02-22 Fee Request (Negotiations Part 4) AVCON Response

Jesica,

The Airports Department has fully reviewed this last round of negotiations and is now satisfied with the last adjustments made to the scope and fee. The attached should represent the final scope and fee to be next turned into a contract for Purchasing to take to the BCC after the contract is consolidated and signed by AVCON. Please coordinate with us when

Okaloosa County Purchasing Department

Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Solicitation Title: A & E Services to Replace Passenger Boarding Bridges at VPS Date: 09/27/2022
 Requesting Department: Airport Robert C. Rogers Digitally signed by Robert C. Rogers
Date: 2022.09.27 16:03:31 -0500
 Department Point of Contact: Robert Chad Rogers Director/Manager Approval
 Office: 850-651-7160 Cell: 850-612-6862 Email: rrogers@myokaloosa.com

Solicitation Type (Please Check Service Type and Solicitation Type)

- Construction
 Engineering
 Specification
 Service
 Prof Service
 General
- Invitation to Quote (ITQ): Requires at least three quotes and is based on lowest most responsive price. (Under \$50,000)
- Invitation to Bid (ITB): Based on lowest most responsive price. (Over \$50,000)
- Request for Proposal (RFP): Based on qualifications and price.
- Invitation to Negotiate (ITN): Based on qualifications and price/uses negotiations to receive the best responses.
- Request for Qualifications (RFQ): Based on qualifications only. Florida CCNA Federal Brooks Act may apply. CCNA compliance, Applies to Engineers, Architects, and Surveyors.

Compliance with Florida's CCNA or the Federal Brooks Act required? Yes No

Is there a schedule deadline for delivery/completion or phases/milestones? Please specify:
 (Schedule of phases and milestones are aligned to a work breakdown structure and are included in the SOW)

Pre-Bid Meeting: Yes No Mandatory: Yes No
 Bonding Required: Yes No Bond Type (performance, bid, etc): Select Type
 Davis Bacon Required: Yes No
 Buy America Required: Yes No

Other special provisions required for solicitation? If yes, describe below. If no, enter N/A.

Liquidated Damages/Retainage: _____

Previous/Current Contract Number: _____ Expiration Date: _____

Okaloosa County Purchasing Department

Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Budget and Funding Information

Funding Source? Please specify Funding Type (COUNTY, FEMA, FAA, FTA, FDOT etc.):
 FDOT

If Grant funded, provide grant title/number: G2895 Replace 3 Passenger Loading Bridges at VPS

If Grant not awarded/final, describe solicitation status and/or funding options:

Grantor approval/concurrence required before advertising or at contract approval process?

Yes No N/A

Project Number, if applicable: AP002248

Department	Account Number	Amount
742248	563490	\$377,290.70
Estimated Budget		377290.7

Independent Cost Estimate (ICE) accomplished and provided? Yes No

(Independent Cost Estimate, if required, due prior to solicitation deadline.)

Scope of Work Development

Intent/Scope of Work Summary Statement (Attach Word® format document if required):

Okaloosa County plans to retain professional architect/engineer (A/E) services to perform project design, bidding, and construction phase services to replace existing passenger boarding bridges at the Destin—Fort Walton Beach Airport (VPS). The scope of work includes but is not limited to design, permitting, construction phase services, and grant services by the A/E to support the project. The project will entail several parts including but not limited to demolition, new foundations, install of units, lighting, electrical cabling, guidance signs, conduits, lightning protection, HVAC, fire protection and prevention, and airport passenger loading bridge equipment, including all materials, equipment, labor, and incidentals required to complete the passenger

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Other Requirements

Specify Insurance Requirements: Professional
(Choose from the risk management template choices)

Specify Terms of Resulting Contract/Agreement: Concurrent with Construction contract with 90 days after final completion for closeout
(Term of performance - usually 3 years with two 1 year renewals)

Consultant assisting with Scope of Work, Cost Estimate, or providing supporting documents for solicitation? Yes No Consultant Name: _____

IT requirements: Yes No. If yes, please have IT sign off on scope prior to submittal to Purchasing. _____

Newspaper Requirements: All formal solicitations are required to be advertised in the newspaper.
Please provide the Dept Number for charges _____.
Legal Advertisements are charged to budget account 549901 or you may have us charge _____.

Potential Vendors for Project

Purchasing Use Only

Approved for Advertising: _____ Date: _____
Signature

Assigned to: _____

Solicitation Number: _____

Okaloosa County Purchasing Department

Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Solicitation Title: A & E Services to Replace Passenger Boarding Bridges at VPS Date: 09/27/2022
 Requesting Department: Airport Robert C. Rogers Digitally signed by Robert C. Rogers
Date: 2022.09.27 16:03:31 -0500'
 Department Point of Contact: Robert Chad Rogers Director/Manager Approval
 Office: 850-651-7160 Cell: 850-612-6862 Email: rrogers@myokaloosa.com

Solicitation Type (Please Check Service Type and Solicitation Type)

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- Invitation to Negotiate (ITN): Based on qualifications and price/uses negotiations to receive the best responses.
- Request for Qualifications (RFQ): Based on qualifications only. Florida CCNA Federal Brooks Act may apply. CCNA compliance, Applies to Engineers, Architects, and Surveyors.

Compliance with Florida's CCNA or the Federal Brooks Act required? Yes No

Is there a schedule deadline for delivery/completion or phases/milestones? Please specify:
 (Schedule of phases and milestones are aligned to a work breakdown structure and are included in the SOW)

Pre-Bid Meeting: Yes No Mandatory: Yes No
 Bonding Required: Yes No Bond Type (performance, bid, etc): Select Type
 Davis Bacon Required: Yes No
 Buy America Required: Yes No

Other special provisions required for solicitation? If yes, describe below. If no, enter N/A.

[This area is intentionally left blank for special provisions. No text is present in the image.]

Liquidated Damages/Retainage: _____

Previous/Current Contract Number: _____ Expiration Date: _____

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 15th day of November, 2022, by and between OKALOOSA COUNTY, FLORIDA (“COUNTY”), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and AVCON, INC., whose principal place of business is at 320 Bayshore Drive, Suite A, Niceville, FL 32578 (the “Consultant”), whose Federal I.D. number is 59-2890463, in connection with Okaloosa County Request for Qualifications No. RFQ AP 02-22 and the professional services set forth therein.

WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the Attachments attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

The following documents are attached to this Contract and are incorporated herein.

Attachment “A” – RFQ AP 02-22 and Consultant’s Submittal
Attachment “B” – Insurance Requirements

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Schedule A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, “Basis of Compensation” attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible

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A&E SERVICES TO REPLACE
PASSENGER BOARDING AT VPS
EXPIRES: 11/15/2024**

for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

John R. Collins

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent

the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Attachments "A-C" and Exhibit "A". These services will be paid for by the County as indicated in Article Five, Attachment "A" and Schedule "A" (Reference: Exhibit "A" and Exhibit "B") and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services;

or

- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity

and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Tracy Stage, A.A.E., County Airports Director

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder

have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Article Five and Schedule "A" (Reference: Exhibit "A" and Exhibit "B") which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. **The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.**

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced

to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

**ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

- a) Keep and maintain public records required by the County to perform the service.
- b) 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.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) 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.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Attachment "B".

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

**ARTICLE SEVENTEEN
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Attachments hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Attachments, the terms of this Contract shall supersede and prevail over the terms in the Attachments.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Attachments "A-C". Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE THIRTY ONE THIRD PARTY BENEFICIARIES

31.1 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

ARTICLE THIRTY-TWO SEVERABILITY

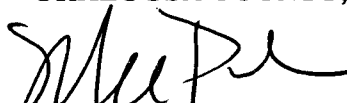
32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE THIRTY-THREE
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of Consultant 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 Attachment "A" and Exhibit "A" obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**



Mel Ponder, Chairman



ATTEST:



J.D. Peacock II, Clerk of Court



AVCON, INC.



Authorized Representative

Virgil C. "Lee" Lewis, P.E.

(printed) Vice President



REQUEST FOR QUALIFICATIONS ("RFQ") & RESPONDENT'S ACKNOWLEDGEMENT

**RFQ TITLE: AE Services to Replace Passenger
Boarding Bridges at the Destin—Fort
Walton Beach Airport**

**RFP NUMBER:
RFQ AP 02-22**

ISSUE DATE: November 15, 2021 8:00 A.M. C.S.T.
LAST DAY FOR QUESTIONS: December 13, 2021 3:00 P.M. C.S.T.
RFP OPENING DATE & TIME: December 27, 2021 3:00 P.M. C.S.T.


NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME AVCON, INC.
MAILING ADDRESS 320 Bayshore Drive
Suite A
CITY, STATE, ZIP Niceville, FL 32578
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-2890463
TELEPHONE NUMBER: (850) 678-0050 EXT: _____ FAX: (407) 599-1133
EMAIL: vclewis@avconinc.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED Virgil C. "Lee" Lewis, PE
NAME
TITLE: Vice President DATE: 11/29/2021

NOTICE TO RESPONDENTS

RFQ AP 02-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept proposals until **3:00 p.m. (CST) December 15, 2021**, for AE Services to Replace Passenger Boarding Bridges at the Destin—Fort Walton Beach Airport (VPS).

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST December 15, 2021**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For solicitation information, please contact:

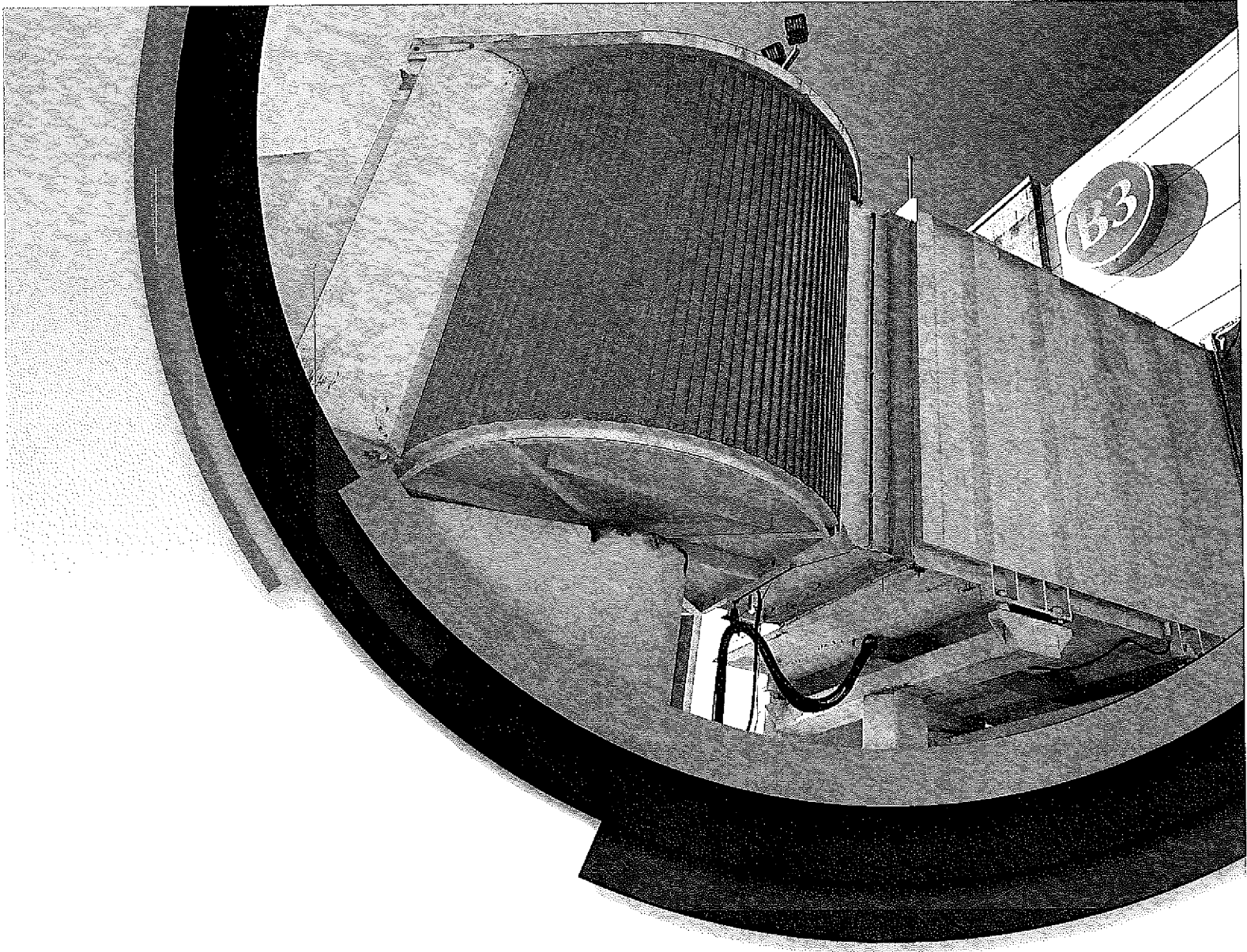
Jesica Darr, Contracts and Leases Coordinator

jdarr@myokaloosa.com , 850-689-5960

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
CAROLYN N. KETCHEL, CHAIRMAN



AE Services to Replace Passenger Boarding Bridges at the Destin-Fort Walton Beach Airport

RFQ# AP 022-22
December 27, 2021





a. Letter of Interest

December 27, 2021

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Suite 100
Shalimar, FL 32579

RE: AVCON, INC. Statement of Qualifications
RFQ AP 02-22: AE Services to Replace Passenger Boarding Bridges
Destin-Fort Walton Beach Airport (VPS)

Dear Selection Committee:

For more than three decades, **AVCON, INC. (AVCON)** has provided professional engineering services to the airport industry throughout Florida and the Southeast. From an early foundation in airfield paving and lighting, AVCON services now envelop virtually every aspect of airport design. For this project, we have assembled the best qualified team of professionals to address the requirements for removal and replacement of the passenger boarding bridges (PBB) for Gates B1, B2 and B3 at the Destin-Fort Walton Beach Airport terminal.

AVCON has been providing quality aviation consulting to Okaloosa County airports since the early 1990's and has accomplished many important projects as your prime consultant since 2008. **John Collins, PE**, will serve as your Project Manager from our local office less than five miles from the project site. He will be responsible for coordinating the project's overall performance, including scheduling, preparation of bidding documents, and construction administration. John has successfully managed airport projects in Okaloosa County, including numerous projects at VPS, since joining AVCON more than 15 years ago. His knowledge of VPS operations and the County processes will ensure another successful project for the airport.

Virgil C. "Lee" Lewis, PE has a long history of implementing important airport projects for Okaloosa County. As Principal-in-Charge, Lee will be responsible for ensuring John has access to the best resources for this work and for the quality and timeliness of all work performed.

The existing PBB's were installed in conjunction with the original terminal building, which opened in 2004, and are nearing the end of their useful life. Both regular use and environmental factors have left the PBBs beyond reasonable refurbishment. AVCON has assembled a team with the expertise to provide the design details and to ensure effective construction for this PBB replacement program. Anticipated services include, but are not limited to, the following key elements:

- Gate planning for the projected fleet mix, including validation of ramp striping and wingtip clearances
- Validation of PBB size and configuration, electrical supply, interface with existing building architecture
- Design of new foundations in accordance with updated wind codes
- Specification of new PBB signage to complement the terminal architecture or adjacent PBB installations
- Preparation of reliable project specifications including the County's preferred method of procurement
- Administration of construction with quality Resident Project Representative (RPR) monitoring throughout commissioning

Orlando International Airport has relied upon AVCON to provide these same services on multiple projects over the past 15 years. These projects have included both new PBB installations as well as removal, restoration, and relocation services to meet different requirements of the Authority. AVCON has also provided similar PBB services for many other airports, including Orlando Sanford International, Daytona Beach International and Greenville Spartanburg International, and will unconditionally meet all FAA guidelines for safe passenger loading at Destin-Fort Walton Beach Airport. AVCON is familiar with all of the current PBB vendors capable of delivering this project and is prepared to collaborate with the general contractors to orchestrate a successful program to update these bridges.

Due to the highly focused scope of work, AVCON has enlisted **Aero Systems Engineering (AES)** to be a key member of the AVCON team for this project. AES is recognized as the nation's leading gate planning and aircraft interface design firm in the country. With more than 200 projects, they have addressed every aspect of the PBB, 400 Hz and PC Air equipment anticipated for incorporation into this assignment and will lead these specific elements in this project. In addition, the AVCON Team is bolstered with the addition of **MLM-Martin Architects (MLM)** to provide supplemental architectural services relative to the integration with the terminal building. Their direct involvement with ongoing terminal improvements makes them the most logical resource to address any architectural improvements associated with the bridge replacement or possible door modifications.

JSM & Associates (JSM) will provide Resident Project Representative (RPR) services for the PBB system integration support and commissioning of the completed installations. Their expertise in PBB systems will ensure all aspects of the completed systems are thoroughly tested and all acceptance criteria are achieved. **NOVA Engineering & Environmental, Inc. (NOVA)** will provide geotechnical investigations and recommendations relative to the new PBB foundations. All of the subconsultants have successfully supported AVCON in previous projects and AVCON is very familiar with their experienced personnel and capabilities.

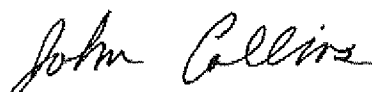
The team's expertise, similar project experience and understanding of your airport all clearly demonstrate the advantages AVCON will bring to this project and there is not a team more qualified or better prepared to successfully serve the airport on this project. AVCON will be solely accountable to the Okaloosa County Board of County Commissioners and the airport staff for the successful completion of all services. The project will remain within budget, on schedule, and with the quality you expect.

If you have any questions or require additional information, please do not hesitate to contact us at your convenience. This type of aviation work is the core business of AVCON. We pride ourselves on being reliable stewards of public funds and we respectfully request your consideration of the AVCON Team to serve the Destin-Fort Walton Beach Airport.

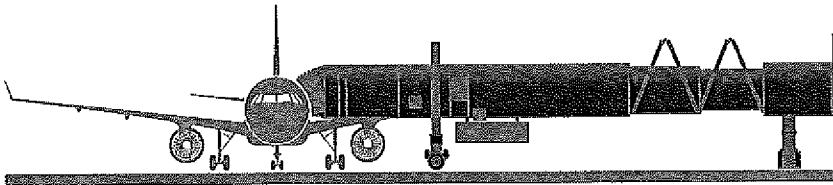
Sincerely,
AVCON, INC.



Virgil C. "Lee" Lewis, PE
Vice President



John Collins, PE
Senior Project Manager

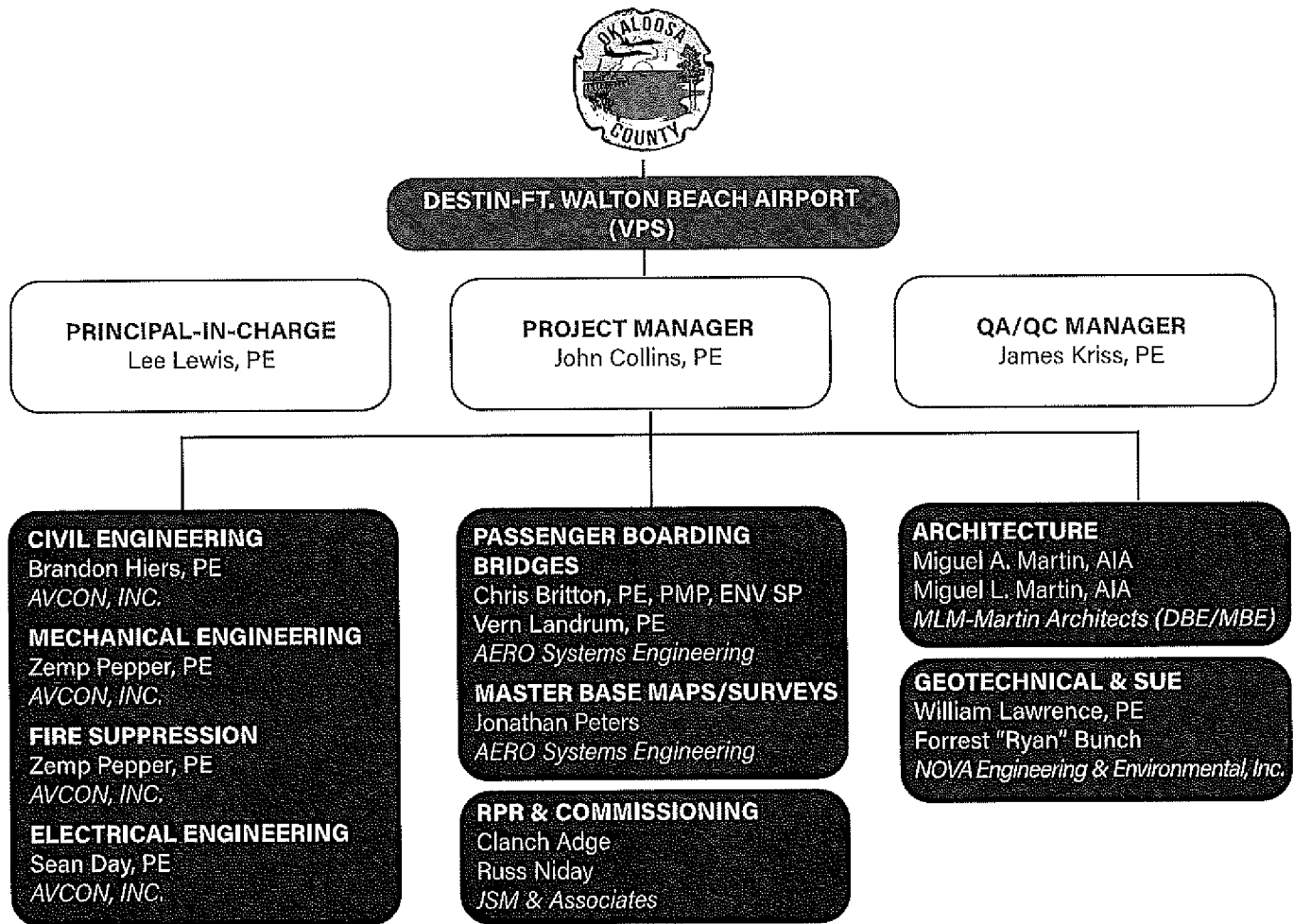


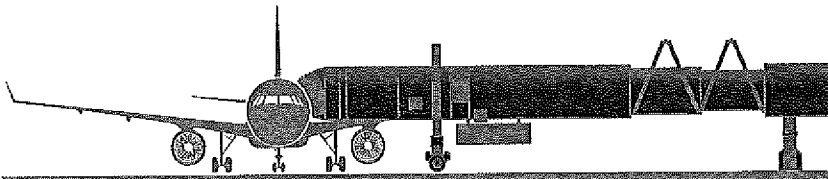
b. Organizational Chart and Description of Key Personnel

AVCON has assembled a well-qualified, full-service planning, design, and construction management team to provide the professional services including project design, bidding, and construction phase services to replace existing passenger boarding bridges under this contract.

The AVCON Team has the availability and personnel to complete services to meet the project's goals to ensure a successful completion of the project on time and on budget. AVCON has additional backup staffing available in the event of unforeseen circumstances to maintain proper delivery.

The Organizational Chart below provides an overview of the key team members as well as their respective roles.





JOHN COLLINS, PE (AVCON)

Project Manager

AVCON's proposed **Project Manager, Mr. John Collins, PE** is an accomplished airport design and planning professional and has proven to be a proficient Project Manager, engineer, and construction administrator in various airport improvement projects. Mr. Collins has also proven to be effective in all facets of permitting with the Northwest Florida Water Management District (NFWFMD), and he maintains regular communication with the FAA and FDOT Project Managers. Mr. Collins offers a complete understanding of state and federal eligibility and routinely addresses federal reporting requirements for construction projects receiving Airport Improvement Program (AIP) funds. Mr. Collins has worked with Okaloosa County Airports since joining AVCON in 2006. Throughout the years, he has served in various roles and has worked on multiple projects at all three of the County's airports.

EDUCATION:

BS Civil Engineering, Florida State University, 2007

PROFESSIONAL REGISTRATION(S):

Professional Engineer, FL No. 75419

TRAINING:

FDOT: Airfield Pavement Inspection Training Course

YEARS OF EXPERIENCE:

18

LOCATION:

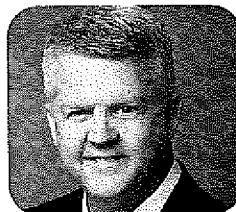
Niceville, FL

Mr. Collins' Recent Work at VPS Includes:

- Security Inspection Facility
- Security Checkpoint Improvements, Phase 2
- Fuel Farm Fall Protection
- Baldwin Building Parking Lot
- Stormwater Pollution Prevention Plan
- Security Checkpoint Improvements, Phase 1
- Parking Lot B Expansion
- HVAC Maintenance Repair
- Fuel Farm Expansion
- Chiller Replacement
- RON Apron High Mast Lights

Relevant Work at Various Airports:

- Bob Sikes Airport, Sunshine Aero Industries Flight Test Facility
- Eglin Air Force Base ARFF Development/Construction Phase Services
- Apalachicola Regional Airport Hangar Improvements



VIRGIL C. (LEE) LEWIS, PE (AVCON)

Principal-in-Charge

Mr. Lewis, PE was born and raised in Florida and has been a resident of this state his entire life. He joined AVCON in 1991 and has become a leading airport resource with nearly 100 percent of his career focused on airport planning and design. He has managed planning and engineering projects at airports across Florida throughout his 31-year career. Mr. Lewis brings a thorough understanding of the state and federal requirements associated with airport zoning ordinances, stormwater master plans, runway length analyses, airport industrial park development and cost-benefit analyses. His vast airport engineering resume includes established airfield pavement expertise along with numerous runway and taxiway improvement projects, landside projects, and hangar designs. Mr. Lewis opened AVCON's branch office in Northwest Florida in 1998 and has grown it into a leading consulting office in the region. He leads a group of talented resources and is able to optimize services provided by drawing from a range of highly specialized experts. Mr. Lewis has participated as a technical speaker in numerous state and national airport conferences, regularly participates in Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) activities and is actively involved in professional and charitable organizations. In addition to performing many traditional infrastructure maintenance projects, Mr. Lewis has managed a team of professional resources across many projects that have positively impacted the County and the airports and has positioned them for continued success in the future.

EDUCATION:

BS Civil Engineering, University of Florida, 1991

PROFESSIONAL REGISTRATION(S):

Professional Engineer, FL, No. 50619

PROFESSIONAL AFFILIATIONS:

Tau Beta Pi Engineering Honor Society
Florida Engineering Society
National Society of Prof. Engineers
Society of American Military Engineers

YEARS OF EXPERIENCE:

31

LOCATION:

Niceville, FL

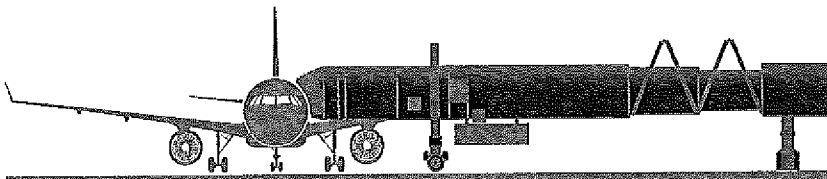
Mr. Lewis' Recent Work at VPS Includes:

- Security Checkpoint Improvements, Phase 2
- Fuel Farm Fall Protection
- Parking Lot B Expansion
- Fuel Farm Expansion
- Chiller Replacement



Since 2008, Mr. Lewis has led AVCON's efforts in supporting the Okaloosa County Airports Department in the strategic planning and development of its three airports, economic contributions to the Northwest Florida region.





JAMES (JIM) KRISS, PE (AVCON)

Quality Assurance/Quality Control Manager

Mr. Kriss is a principal and founder of AVCON, INC. As a Principal and Senior Project Manager with AVCON, Mr. Kriss is responsible for marketing, client management, and technical design issues associated with all aspects of studies, designs, and project management tasks for airport and aviation related projects. He has led a wide variety of construction applications using different construction delivery methods and support the entire range of AVCON services. Mr. Kriss has been involved with hundreds of different clients in the U.S. and abroad for more than 44 years. Mr. Kriss's experience includes all facets of aviation, pavements, utilities, structural systems, construction, cost estimating, and project management.

EDUCATION:

MBA, Embry Riddle
Aeronautical University, 1990

BS Civil Engineering,
Ohio University, 1974

**PROFESSIONAL
REGISTRATION(S):**

Professional Engineer, FL
No. 36579

**PROFESSIONAL
AFFILIATIONS:**

American Society of Civil
Engineers
Florida Engineering Society
Florida Institute of
Consulting Engineers
Airport Consultants Council

YEARS OF EXPERIENCE:

47

LOCATION:

Orlando, FL

Mr. Kriss's PBB experience comprises gate planning including preparation of utilization plans for PBBs, PBB relocation, assisting clients and Owners with the purchase of PBBs, and apron pavement repairs, lighting, and markings in support of PBBs and other gate operations. He offers a detailed understanding of the PBB specifications and has worked with multiple airlines, tenants, and owners to implement PBB projects. His recent experience includes the Airside 4 Expansion at Orlando International Airport (OIA). A portion of the project comprised the relocation of four PBBs and one high mast light pole to accommodate a new sterile corridor connection to an enlarged hub FIS area. In addition, AVCON assisted with the purchase of three Passenger Boarding Bridges, including one new third level PBB, for passenger transfers from the new A380 1U door.

Relevant Project Experience:

- VPS, Parking Lot Rehabilitation
- OIA, BP-416 Airside 4 Multiple PBB Exchange
- OIA, V-514, Airside 1, 2, 3 and 4 Gate Layout and PBB Utilization Planning
- OIA, Airside 4 Passenger Boarding Bridge
- OIA, BP-443 Airside 4 Expansion
- Sanford Orlando International Airport (SFB) Terminal B Expansion
- Smith Reynolds Airport (INT) Terminal Building Rehabilitation
- Orlando Melbourne International Airport (MLB), Gate 6 Planning



BRANDON HIERS, PE (AVCON)

Civil Engineering

Mr. Hiers, PE is an experienced Civil Engineer and Construction Manager. Mr. Hiers serves as AVCON's Senior Pavement Engineer for airfield pavements from initial materials evaluation through construction administration and acceptance testing. He has been responsible for overall scope development for Airfield Pavement Management System (APMS) programs; in-field pavement evaluations; and modifications of standards to achieve optimal designs. Brandon has attended advanced materials courses with the Asphalt Institute and American Concrete Pavement Association and has successfully designed numerous airfield pavements utilizing both asphalt and concrete. He serves as technical advisor on airport projects ranging from major airfield rehabilitation projects to minor emergency repairs; airline gate, fueling and Passenger Boarding Bridge analysis; grading and drainage design; and utility adjustments. He has hands-on knowledge of FAA's FAARFIELD and COMFAA programs and is an expert at AVIPLAN, used to validate airfield geometry, simulate aircraft movements, and optimize apron utilization.

Brandon recently worked on utilization and marking design for Gates 1-7 of the Northwest Florida Beaches International Airport in Panama City. Another recent project includes the Terminal B Expansion at Orlando Sanford International Airport. For this project, Brandon supported the team in the design and procurement of the PBBs and associated equipment.

Relevant Project Experience:

- OIA, V-514, Airside 1, 2, 3 and 4 Gate Layout and PBB Utilization Planning
- DAB Gate Planning, Gates 5 and 6
- SFB Terminal B Expansion
- Northwest Florida Beaches International Airport (ECP) Gate 7 Repair Design & Construction Services
- Triple PBB Evaluation for A380

EDUCATION:

MS Construction
Engineering, University of
Florida, 2010

BS Civil Engineering, 2009,
University of Florida

**PROFESSIONAL
REGISTRATION(S):**

Professional Engineer, FL
No. 78617

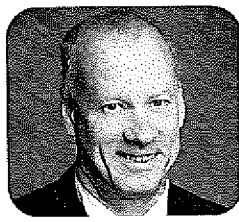
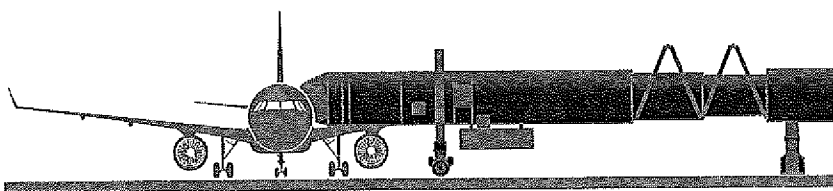
YEARS OF EXPERIENCE:

12

LOCATION:

Orlando, FL





ZEMP PEPPER, PE (AVCON)
Mechanical Engineering | Fire Suppression

Mr. Pepper serves as Mechanical Design Manager at AVCON where he is responsible for oversight of the firm's MEP Group. Throughout his 30+ year career, Mr. Pepper has completed numerous projects and developed a wide range of experience including airport terminals, hangars, educational buildings, municipal buildings, commercial buildings, universities, performing arts centers, museums, hotels and parking garages. His focus is in the design, analysis and layout of heating, ventilation, and air conditioning (HVAC), plumbing, fire protection, electrical and low voltage components for a wide variety of projects. Mr. Pepper also has demonstrated expertise in the design and understanding of various fire suppression system projects, including wet and dry type sprinkler systems, standpipe systems, fire pump systems, and clean agent systems. He has worked on multiple projects for Okaloosa County Airports, including recent assignments at VPS. These include the **Chiller Replacement, HVAC Maintenance and Repair Support, and Parking Lot B Expansion** projects.

EDUCATION:
BS Mechanical Engineering,
University of Florida

PROFESSIONAL REGISTRATION(S):
Professional Engineer, FL
No. 41147
Professional Engineer, NC
No. 049573
Professional Engineer, AL
No.33449
Professional Engineer, TX
No. 119324

YEARS OF EXPERIENCE:
37

LOCATION:
Orlando, FL

Mr. Pepper's PBB experience includes work at St. Pete-Clearwater International Airport, where he reviewed specifications for the PBB Pre-conditioned Air (PCA) Units and modified them to better address the procurement. The specifications were based on serving a maximum-sized Narrow Body 757 aircraft under the ASHRAE 0.4-percent design conditions. The nominal PCA cooling capacity is 30-32 tons with 54-60 KW of electric heating. The ranges reflect the variation between the manufacturers. Mr. Pepper also worked extensively on the Terminal B Expansion at Orlando-Sanford International Airport and his work included specification of the Preconditioned Air Units (PCA) and ground power unit (GPU) equipment to meet the design aircraft requirements and the airport's specific needs and design of the PCA units.

Relevant Project Experience:

- St. Petersburg-Clearwater International Airport (PIE), Review of PBB PCA Specifications
- VPS, HVAC Maintenance and Repair
- VPS, Chiller Replacement
- OIA, South Terminal Complex - Phase I
- SFB, Terminal B Expansion



SEAN DAY, PE (AVCON)
Electrical Engineering

Mr. Day is an experienced Electrical Engineer with problem solving and critical thinking skills coupled with excellent communication skills to contribute to complex design projects. Mr. Day has worked on large project teams to design forward thinking and efficient infrastructure to meet clients' present and future needs. His areas of expertise include Programmable Logic Controllers (PLC) network design, cyber security, construction oversight, access control and Closed-circuit television (CCTV), fiber optic design and radio and cellular communications. He has knowledge of network communications including Ethernet, Profibus, DNP3, and Modbus. Mr. Day has also worked on radio and fiber optic networks for communication on Local and Wide Area Networks. He regularly performs field testing to validate conformity to contract design documents and he consults with clients regarding construction changes and costs to ensure a specified product is within compliance. Mr. Day has recent experience with Okaloosa County Airports. Mr. Day provided electrical engineering on both the **Chiller Replacement and Parking Lot B Expansion projects at VPS**, and is currently working on the **Security Inspection Facility project at the Airport**. Sean also worked on the Terminal B Expansion at Orlando Sanford International Airport. His responsibilities included design of a new security system, upgrading video system hardware and software, and incorporation of new technologies such as License Plate Recognition and Exit Lane Security.

EDUCATION:
BS Electrical Engineering,
University of Central Florida,
2009

PROFESSIONAL REGISTRATION(S):
Professional Engineer, FL
No. 80296

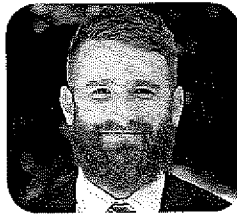
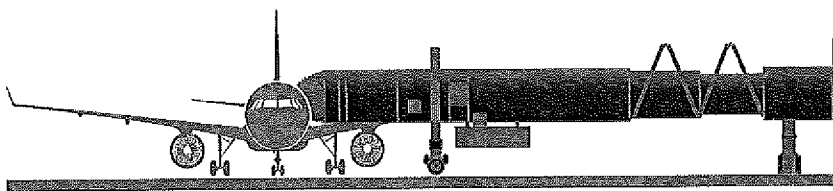
YEARS OF EXPERIENCE:
11

LOCATION:
Orlando, FL

Relevant Project Experience:

- VPS, Parking Lot B Expansion
- VPS, Base Chiller Replacement
- VPS Security Inspection Facility Design
- OIA, Terminal B Expansion, Electrical Design





CHRIS BRITTON, PE, PM, ENV SP (AES)
Passenger Boarding Bridge

Mr. Britton provides engineering and project management for central and point-of-use 400 Hz and PCA system upgrades, PBB replacement, lighting, and ramp security. He has extensive electrical design and analysis experience, from low voltage control systems up to 500kV class equipment. He is also experienced in transformer protection, grounding and lightning protection, motor starter and motor protection, breaker coordination analysis, main electrical distribution design using transformers, transfer switches, diesel gensets, motor control centers, and distribution panels.



EDUCATION:

MBA, Finance,
Georgia State University
BS, Electrical Engineering,
Georgia Institute of
Technology

**PROFESSIONAL
REGISTRATION(S):**

Professional Engineer, FL
No. 79800

YEARS OF EXPERIENCE:

25

LOCATION:

Atlanta, GA

Relevant Project Experience:

- Sarasota-Bradenton International Airport (SRQ), Power Distribution and Loading Bridge Replacement
- Southwest Florida International Airport (RSW), Passenger Boarding Bridge Replacement (27 Gates)
- Tampa International Airport (TPA) Airside A PBB, PCA and 400 Hz 15 Gate Replacement
- Fort Lauderdale-Hollywood International Airport (FLL) 30-Gate PBB Foundation Site Investigation and evaluation
- Hartsfield-Jackson Atlanta International Airport (ATL), Passenger Boarding Bridge Replacement and Upgrade Project (116 Gates)
- Nashville International Airport (BNA) six Gate PBB, PCA and 400 Hz Design for Concourse D Extension



VERN LANDRUM, PE (AES)
Passenger Boarding Bridge

One of the original founders of AERO Systems Engineering, Mr. Landrum provides engineering and project management for central and point of use PCA, PBB replacements, aircraft planning, and other aircraft ground support systems. Mr. Landrum is heavily involved with design and engineering of central PCA and point-of-use systems at 30+ domestic and international airports, as well as providing analysis, design, and project management for modifying and improving aircraft layout and capacity at more than 100 domestic and international airports.

EDUCATION:

BS, Mechanical Engineering,
Tennessee Technical
University

**PROFESSIONAL
REGISTRATION(S):**

Professional Engineer, FL
No. 59022

YEARS OF EXPERIENCE:

28

LOCATION:

Atlanta, GA

Relevant Project Experience:

- Salt Lake City International Airport, Terminal Redevelopment Project (38 Gates)
- Los Angeles International Airport (LAX) Airline Relocation and Terminal Redevelopment Project (56 Gates)
- Pittsburgh International Airport (PIT), Pre-Conditioned Air (PCA) Upgrade Project (13 Gates)
- Dane County Regional Airport (MSN) PBB Replacement and Refurbishment Project
- ATL, Passenger Boarding Bridge Replacement and Upgrade Project (116 Gates)



JONATHON PETERS (AES)
Master Base Mapping/Surveys

Mr. Peters has more than 14 years of experience in project management and as a Senior Airport Planner. Mr. Peters has performed full site surveys, solely at U.S. aviation facilities. His expertise lies in aircraft parking planning, PBBs, and striping/taxilane layouts. Mr. Peters has vast experience in the design of PBB modifications, aircraft docking units, and fuel hydrant studies. Jon has performed more than 300 gate surveys and airside evaluations of aviation facilities in more than 100 cities. He is proficient with AeroTURN, AviPlan, AutoCAD Civil 3D, and Carlson.

Relevant Project Experience:

- LaGuardia International Airport (LGA), Delta Air Lines Airfield Design Services Reconfiguration Project (37 Gates)
- ATL, Passenger Boarding Bridge Replacement and Upgrade Project (116 Gates)
- Memphis/Shelby County Airport, (MEM) Passenger Boarding Bridge Analysis Project (75 Gates)

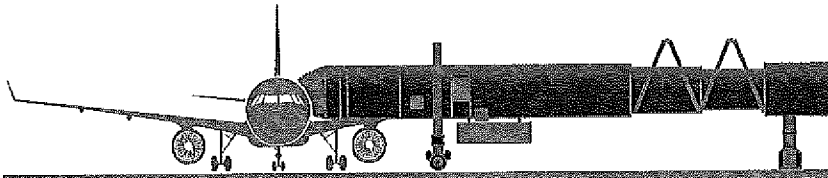
YEARS OF EXPERIENCE:

14

LOCATION:

Atlanta, GA





MIGUEL A. MARTIN, RA, AIA, ASSOC. ASHRAE, NCARB, NBAA (MLM-MARTIN)
Architecture



Mr. Martin has been educated within both the architectural and engineering communities enabling him to provide creative solutions to any problem. Mr. Martin's ability identify critical information, potential issues and quickly come to appropriate resolution before a problem arises in the field is without reproach. Mr. Martin has extensive experience with aviation authority standards and implementation including terminal concourse facilities, concourse expansions, passenger boarding bridges, hold rooms, and specialty systems. His research and more than 20 years of vast architectural experience focused in aviation design and construction greatly enriches the design services that MLM-Martin Architects delivers to their clients.

EDUCATION:

Master of Architecture,
Savannah College of Art &
Design (SCAD), 2011
BA Architecture, Magna
Cum Laude, SCAD, 2010

**PROFESSIONAL
REGISTRATION(S):**

Architect, AR98279, FL
NCARB Certificate #-86424

YEARS OF EXPERIENCE:

28

LOCATION:

Maitland, FL

Airport Experience:

- VPS, Construction of Satellite Concourse
- OIA, GMP-6S, WS-110, South Terminal 'C' Phase 1 Airside Concourse Buildings
- OIA, W-247 Airside 4 Improvements Program (BP-441 & BP-443)
- OIA, GMP-7S, WS-110, South Terminal 'C' Phase 1 Landside Terminal Buildings
- OIA, W-246 Landside Ticket Lobby Expansion (BP-440, BP-446 & BP-447)
- OIA, T-1040 Orlando Customs & Border Protection Field Office and General Aviation Facilities
- Orlando Executive Airport (ORL), Administrative Building BP-030 and CBP GAF



MIGUEL L. MARTIN, AIA (MLM-MARTIN)
Architecture

Mr. Martin founded MLM-Martin Architects, Inc. and has more than 40 years of experience in Architecture as a Architect of Record, Project Manager, Project Architect, Principal-In-Charge, and his portfolio of projects includes extensive experience of both new build and renovations at active airports. Mr. Martin will be involved in review of program/verification, architectural design, planning and interior design, production of architectural construction documents, permits, bidding/negotiation services, construction administration, post-construction, and closeout services. Since Mr. Martin is a working Principal, he will be involved in the day-to-day affairs of the project.

EDUCATION:

Master of Architecture,
University of Florida, 1977
Bachelor of Architecture,
University of Florida, 1975

**PROFESSIONAL
REGISTRATION(S):**

Architect, AR8255, FL

YEARS OF EXPERIENCE:

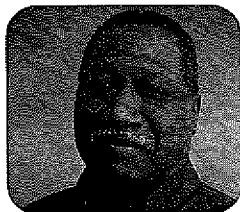
39

LOCATION:

Maitland, FL

Airport Experience:

- VPS, Design of Satellite Concourse C
- OIA, BP-443 Airside 4 Improvement Program, FIS/CBP Renovation and Wing Expansion with PBBs
- OIA, GMP-6S, WS-110, South Terminal C Phase 1 Airside Concourse Buildings
- OIA, Continuing Architectural Services
- OIA, BP-488 & BP-491 West Check Point Screening Checkpoint Expansion Package 1 & 2



CLANCH ADGER (JSM & ASSOCIATES)
Systems Integration and Commissioning



Mr. Adger is an aviation industry professional experience includes PBBs, GPUs, Pre-Conditioned Air Systems, and Baggage Handling Systems. Mr. Adger has provided operational assistance, support and guidance to the Maintenance Managers to achieve excellent customer satisfaction, while maintaining quality standards and meeting operational and financial goals. Mr. Adger is well versed in all aspects of quality control, and the corrective and preventive maintenance programs associated with Bridges and Ground Support Equipment.

YEARS OF EXPERIENCE:

26

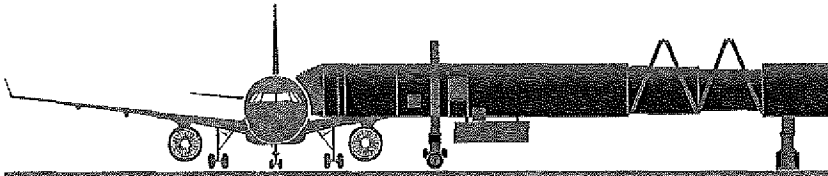
LOCATION:

Orlando, FL

Airport Experience:

- OIA, Passenger Boarding Bridges, PCAir Units and GPUs Repair and Maintenance
- Dallas Fort Worth International Airport (DFW), Facilities, PBB and In-Line BHS Preventive Maintenance contract





RUSS NIDAY (JSM & ASSOCIATES)
Systems Integration and Commissioning

Mr. Niday has more than 30 years of experience in PBB maintenance management, Baggage Handling Systems (BHS), and airport/aviation services. Mr. Niday has extensive experience in airport maintenance operations, strategic staffing, and employee development, and is well versed in all aspects of quality control, corrective, preventive, and predictive maintenance programs associated with Ground Support Equipment (GSE) and BHS. Mr. Niday also managed implementation, hiring, and employee development and commissioning of a Facility and Package Sortation System contract at the FedEx Hub in Greensboro, NC.

EDUCATION:

MBA, University of Phoenix
BS Bachelor of Science,
Professional Aeronautics,
Embry-Riddle University

YEARS OF EXPERIENCE:

31

LOCATION:

Tavares, FL

Airport Experience:

- Raleigh Durham International Airport (RDU), Boarding Bridge and In-Line BHS Implementation
- OIA, Passenger Boarding Bridges, PCAir Units and GPUs Repair and Maintenance
- DFW Facilities, PBB and In-Line BHS Preventive Maintenance Contract
- Jacksonville International Airport (JAX), Protocol Implementation for Repair and Maintenance of PBBs



WILLIAM LAWRENCE, PE (NOVA)
Geotech and SUE

Mr. Lawrence has more than 20 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. Mr. Lawrence has performed geotechnical explorations for single- and multi-storied structures. Typical projects have included residential structures, commercial, heavy industrial and aerospace developments along with education and governmental facilities. Mr. Lawrence has served as project geotechnical engineer and Project Manager on a wide variety of geotechnical engineering and materials testing projects throughout the southeastern United States. He also has extensive background serving as a Threshold Special Inspector Representative on many projects along the Florida Panhandle.

EDUCATION:

BS Civil Engineering,
University of South
Alabama, 2009

**PROFESSIONAL
REGISTRATION(S):**

Professional Engineer, FL,
AL, AR, IN, LA, MS, TX VA

YEARS OF EXPERIENCE:

20

LOCATION:

Pensacola, FL

Airport Experience:

- VPS Ron Apron High Mast Lighting, FWRAA
- VPS Fuel Farm Utility Areas - GPR Service
- VPS Taxiway D1 & D2 - CMT QA Services
- VPS Parking Lot, Rehabilitation
- VPS VIP Parking Lot
- Defuniak Springs Airport Expansion



FORREST "RYAN" BUNCH (NOVA)
Geotech and SUE

Mr. Bunch is a Project Manager and Senior Inspector for NOVA's Panhandle operations and has over 12 years of industry experience providing Building Envelope, Roofing Inspection, Construction Materials Testing and Civil/Structural Special Inspection services. His portfolio includes providing testing and inspection services for projects spanning from the southwestern United States to the Florida Panhandle. Mr. Bunch's project experience includes airport, education, commercial, retail, heavy industrial and multi-family housing projects.

**PROFESSIONAL
REGISTRATION(S):**

International Code Council
Commercial Building Inspector
Concrete Field Testing
MSHA Certified

YEARS OF EXPERIENCE:

12

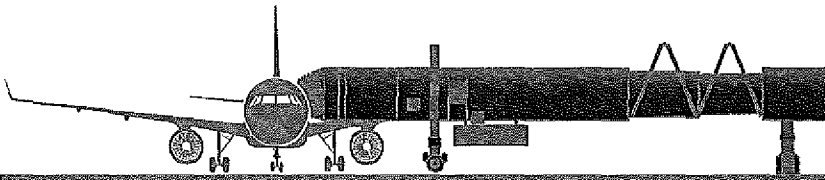
LOCATION:

Pensacola, FL

Airport Experience:

- VPS Fuel Farm Expansion
- VPS Parking Lot B Expansion
- VPS Taxiway D1 & D2 - CMT QA Services,
- VPS Parking Lot, Rehabilitation
- New Taxiway E-1 & Transient Apron at ECP,
- Pensacola Fuel Farm - CMT Services
- Bob Sikes Airport, High Mast Light Replacement
- Peter Prince Airport Hangars





c. Area of Expertise

The **AVCON Team** combines familiarity with the Airport along with professionals that have successful experience working at VPS. John Collins, PE, AVCON'S Project Manager, will be responsible for the team's daily activities throughout design and construction. He has served as the Engineer-of-Record for several recent projects at VPS and will bring an innate knowledge of the County's processes and procedures to finish on time. Mr. Collins will ensure airport and AVCON policies and standards are strictly enforced. AVCON is well-known for successfully managing a wide variety of airport projects and for our expertise specifically in airport pavement projects, airport security projects, airport electrical improvements, and other airport-related work. A summary of our project experience at VPS alone is demonstrated on the VPS Experience exhibit on the following page.

MLM-Martin Architects, Inc. (MLM) will provide architectural design support for the AVCON Team. MLM has nearly 30 years of direct experience in design and construction with extensive knowledge of new construction, renovations and planning within airports. MLM is a minority-owned, DBE architectural firm with a reputation for providing excellent client service, responsiveness, and attention to detail. MLM is currently the Architect of Record for the ongoing Satellite Concourse C project at VPS and is uniquely qualified to assist the team for this project. With their current work with airport staff, there is no learning curve with MLM. Although Satellite Concourse C is a ground-load facility, we have current and recent experience at airside terminal projects which integrated Passenger Boarding Bridges. MLM supported the South Terminal C project at Orlando International Airport (MCO) which included a total of 20 PBBs detailed out for integration with the building system. MLM also was the Prime Architect of Record for the Wing 12 Expansion at MCO which included seven new PBBs and the airport's first two-level boarding position. With anticipation of the arrival of an A-380, MLM was tasked with reconfiguration of two gates at Wing 11 with two additional boarding bridges in a very compressed timeline. MLM successfully worked with AVCON on these projects.

AERO Systems Engineering (ASE) has become a trusted partner and advisor to airports, airlines, architects and other airside aviation project stakeholders for these highly specialized design and consulting services across the U.S., Canada and the Caribbean. With more than 20 years of experience, ASE is one of the nation's leading and solely specialized provider of airside engineering, design, and construction administration services specifically focused on passenger boarding bridges and all other related ground service equipment. ASE has completed more than 2,000 gate

projects at more than 200 different airports, involving more than 15,000 boarding gates. Their experience serving on PBB and related projects is unequalled in the industry and a testament to their reputation. ASE has extensive experience working at airports of similar size to VPS, giving them strong familiarity with providing services in similar airport environments.

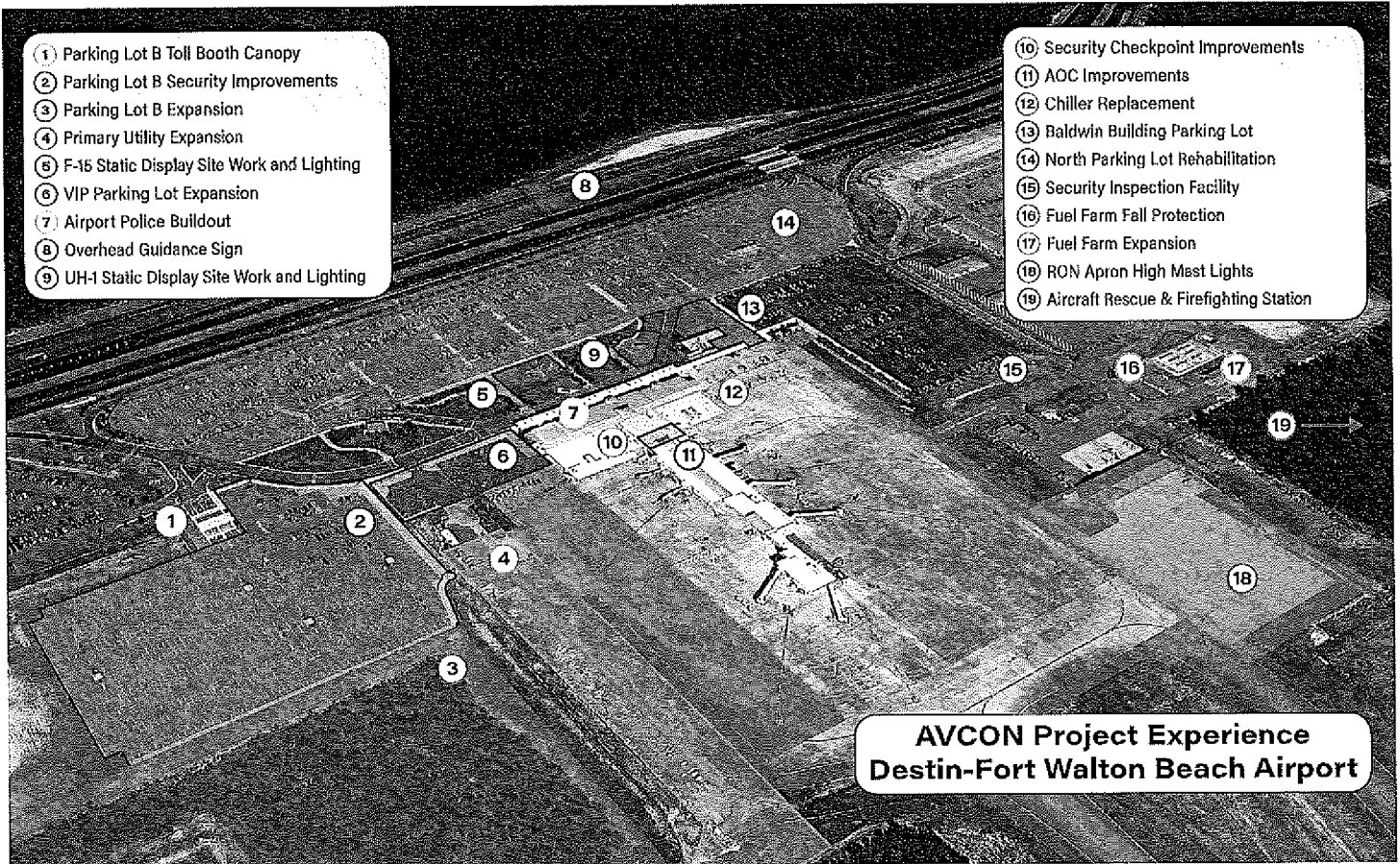
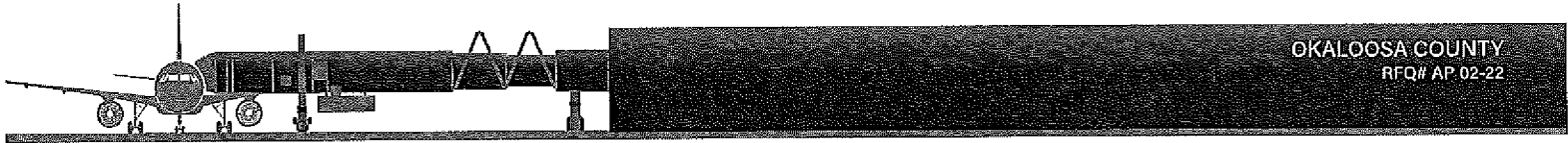
NOVA Engineering & Environmental will continue to serve as a reliable airport geotechnical resource for AVCON. NOVA has participated in most of the aviation projects led by AVCON at the County's three airports, including a majority of the VPS projects listed on the following page. NOVA will provide geotechnical testing and consultation services for design, followed by on-site material acceptance testing for all PBB foundation work to provide independent quality assurance.

Completing the AVCON Team is **JSM & Associates (JSM)**. JSM will provide expert installation advice to allow for seamless transition between the existing PBBs and the new PBBs. JSM will review and comment on the contractor phasing plans and bring thoroughly vetted installation activities to the stakeholders to inform them of any limited operations that may temporarily exist to achieve a "buy-in" to the process. JSM will monitor any upcoming critical cutovers and give the stakeholders a two-week look-ahead so that there are no surprises. Having been involved with more than 200 PBB related projects, JSM will determine if the contractor has the appropriate staffing levels to perform the critical cutovers to ensure the PBB will be available for the next day's operations. It is this commitment to installation integrity that will greatly reduce punch list items.

After the installation, JSM will also lead the final commissioning and acceptance testing of the completed installations, beginning with the preliminary punch list preparation, and extending through the final testing and validation of all the sub-systems. JSM will utilize proven checklists and hands-on maintenance experience to ensure that every aspect of the completed project has been correctly completed. Based on more than twenty years of similar experience, JSM will ensure the total quality of the installed systems.

AVCON has demonstrated a comprehensive understanding of VPS's administrative procedures, management approach, security protocols and operational requirement through the completion of many successful projects. AVCON's understanding of the project will ensure the team can serve the airport efficiently and effectively throughout this project by guiding all activities in lockstep with the airport's interests. In addition to AVCON's familiarity with VPS, the team's overall approach to the project has proven successful on many similar PBB installations in recent years.

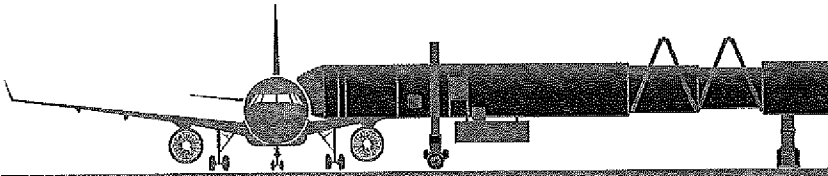




- ① Parking Lot B Toll Booth Canopy
- ② Parking Lot B Security Improvements
- ③ Parking Lot B Expansion
- ④ Primary Utility Expansion
- ⑤ F-16 Static Display Site Work and Lighting
- ⑥ VIP Parking Lot Expansion
- ⑦ Airport Police Buildout
- ⑧ Overhead Guidance Sign
- ⑨ UH-1 Static Display Site Work and Lighting

- ⑩ Security Checkpoint Improvements
- ⑪ AOC Improvements
- ⑫ Chiller Replacement
- ⑬ Baldwin Building Parking Lot
- ⑭ North Parking Lot Rehabilitation
- ⑮ Security Inspection Facility
- ⑯ Fuel Farm Fall Protection
- ⑰ Fuel Farm Expansion
- ⑱ RON Apron High Mast Lights
- ⑲ Aircraft Rescue & Firefighting Station

AVCON Project Experience
Destin-Fort Walton Beach Airport



The expertise of the AVCON Team encompasses all aspects of modern airport gate systems. Collectively, the AVCON team offers the best qualified resources for your engineering, design and construction administration services related to PBBs.

The AVCON Team's expertise spans from evaluation and refurbishment of existing bridges to the preparation of specifications to the airport's objectives for the bridges and walkways themselves.

These include:

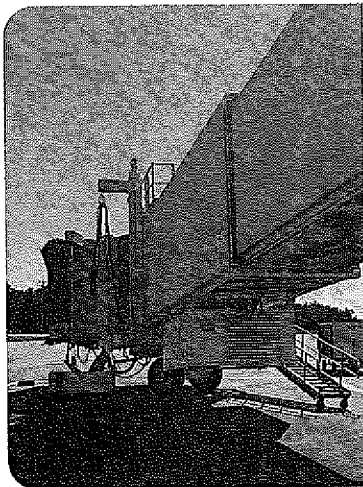
- Pre-conditioned air systems (point-of-use and centralized)
- 400 Hz systems (point-of-use and centralized)
- 28.5VDC power systems
- GSE battery charging systems
- Advanced visual docking guidance systems (A-VDGS)
- PBB data and communication systems
- PBB foundations

Beyond the actual PBBs, the team offers planning and design expertise for the various ramp elements on the terminal apron, including:

- Aircraft maneuvering and gate optimization modeling
- Aircraft gate parking and ramp striping
- Aircraft fleet mix & flight schedule analysis
- Jet blast analysis and remediation
- Aircraft GSE coordination
- Complex construction phasing at active gates
- Power-in/power-out and tow-in/push-back operations

Lastly, the design expertise offered by the AVCON team will provide VPS the best resources to evaluate and address all other requirements of the project, including:

- Upgrade existing terminal electrical infrastructure
- Potable water systems
- Electrical, mechanical, and civil engineering requirements
- Prepare construction document plans & specifications
- Vehicle service roadways
- Taxiways and taxiways
- FAA OE/AAA notifications



The following is a sample of the airports, similar in size to VPS, that AVCON has provided comparable services:

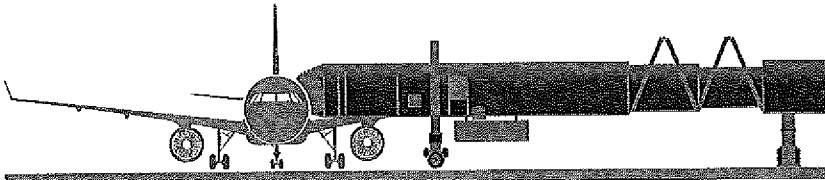
- Sarasota-Bradenton International PBB Replacement & Power Upgrade
- Southwest Florida International PBB Replacements on Concourse B, C, D
- San Jose International PBBs for new Interim Concourse Facility
- Norfolk International PBB Replacements - Concourse A and B
- Oakland International PBB Replacements in Terminal 2
- Spokane International PBB Assessments and Refurbishments on Concourse A, B, C
- New Orleans International Survey and Planning on Concourse A, B, and C
- Honolulu International Hangar Survey and Planning
- Cleveland International Aircraft Planning and Striping - Concourse B
- Indianapolis International Aircraft Planning and Striping - Concourse A
- Raleigh-Durham International - Terminal 1 Expansion

The AVCON Team has worked with the major PBB and equipment manufacturers listed below:

- **PCA Equipment:** Cavotec/INET, JBT AeroTech, HobartITW, Verde, Twist/Aero
- **Hose Management:** Boom-air, Metroplex, Hall Industries, J&B Aviation, JBT AeroTech
- **PBBs:** JBT AeroTech (Jetway), Thyssen, Tianda, FMT
- **400 Hz Equipment:** Hobart ITW, JBT AeroTech, INET, AXA, FCX, MCM, Page, Unitron
- **Potable Water:** Semler, Phoenix, JBT AeroTech
- **Aircraft Docking Systems:** Safegate, FMT, Siemens, Page
- **Baggage Conveyors/Lifts:** KCI, Austral Star/JBT AeroTech, RJ Design
- **Bag Slides:** P&W (Nova Slide), J&B Aviation, KCI
- **Electric GSE (eGSE):** Posicharge, EnerSys
- **RIDS:** Daktronics, Nanolumens

This experience has enabled our team to obtain a thorough understanding of the varying operational characteristics, maintenance needs, and equipment limitations for different systems.





PROJECT APPROACH

A primary area of expertise with the AVCON Team is our approach to this type of project. The project goals and objectives will be established at an initial kick-off meeting, which will include a review of potential options to facilitate the procurement of the PBB's. The AVCON Team offers the airport expertise in the various procurement methods and can present the unique advantages and disadvantages of each for this type of PBB replacement project.

The following sections demonstrate our expertise and understanding of the key project elements:



1. Gate Planning and Analysis

A review of the record drawings for the existing PBBs and related systems will be supplemented by a field review and visual survey of the existing conditions, including the PBB foundations, pavement jointing, grounding, markings, and any other surface features on the apron. Currently Gates B1, B2 and B3 are accommodating narrow-body aircraft such as the B717 and A319. The gate planning analysis will include review of the existing and proposed fleet by the gate users to evaluate Taxilane Object Free Area (TOFA) clearances and to establish a maximum aircraft gate capability at each parking position.

The operating envelope will be re-evaluated for parked aircraft wingtip clearances to determine if additional changes are necessary to accommodate newer or longer aircraft at the gates. Specific wingtip separation standards will be agreed upon prior to modeling. Once the Taxilane Object Free Area (TOFA) limits are validated, the layout of aircraft parking can be revalidated.

The exact layout of the new PBBs, along with the potential for fixed tunnel segments, allows for optimization in the final alignment and configuration of the PBBs. Airport and airline representatives will be asked to verify any operational requirements (such as the need to access the 2L door) that may govern the length and layout of the PBBs.

Gate planning and modeling will use PathPlanner software in an iterative process where various aircraft will be simulated to achieve the best possible balance of gate spacing, maneuvering room for aircraft tugs, limited GSE space, and other factors to achieve the final layout. AVCON's gate planning strategy may include new gate docking equipment to be used for adding precision to gate parking. This will allow reduced wingtip separation of adjacent aircraft. Such systems will also provide additional safety aspects suitable for inclement weather in Florida, including lightning-suspended ramp operations.

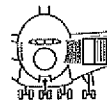


2. Terminal Enhancement Planning, Programming, and Implementation

During the preparation of the final gate planning and PBB analysis, all aspects of the terminal improvements will be undertaken to ensure that the architectural and building systems (MEP, Security, Fire Protection, Paging) are integrated into the design. The building and infrastructure elements can be designed and constructed during the manufacturing and procurement period of the PBBs, 400 Hz units, and pre-conditioned air (PC Air) units.

The anticipated work will include, but not be limited to, the following:

1. **Validation of the existing door layout/location** or proposed modifications to comply with new aircraft gate planning analysis
2. **Verification of architectural needs** regarding the PBB access door, hardware, security interface, PA system, weather stripping, flashing, exterior building improvements
3. **Potential design of new electrical service feeders and breakers** to the extent that the new PBB's require an upgrade in electrical service, or the existing service is ready for replacement due to age or maintenance challenges
4. **Design of new PBB exterior signage** to match existing, or to be updated for consistency with current terminal expansion construction
5. **Final design of proposed terminal upgrades** consistent with the overall program goals and objectives

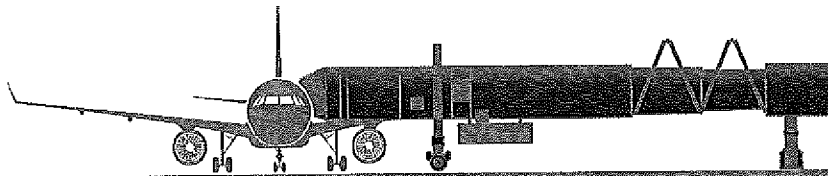


3. Passenger Boarding Bridges

Following the completion of the gate planning, each aircraft parking position will be evaluated for reach to the designated aircraft door openings, while meeting ADA slope limitations. All bridges will be designed to operate within normal limitations, and complete technical specifications will be prepared for the standard PBB equipment, including telecommunications, cable hoist systems, pantographs, air conditioning, optional gate docking systems, lighting (normal and emergency), and electrical feeders. Carpeting can be specified and coordinated with a designated terminal carpet manufacturer and forwarded to the successful PBB supplier for factory installation.

Once the bridges are ready for delivery and installation, a sequencing plan will be developed with the manufacturer, airport staff, and users to coordinate installation. The sequencing is anticipated to limit gate outage to no more than one gate at any given time. The complete removal and replacement process is estimated at six weeks per bridge to accommodate the foundation removal, new caisson installation, curing of concrete,

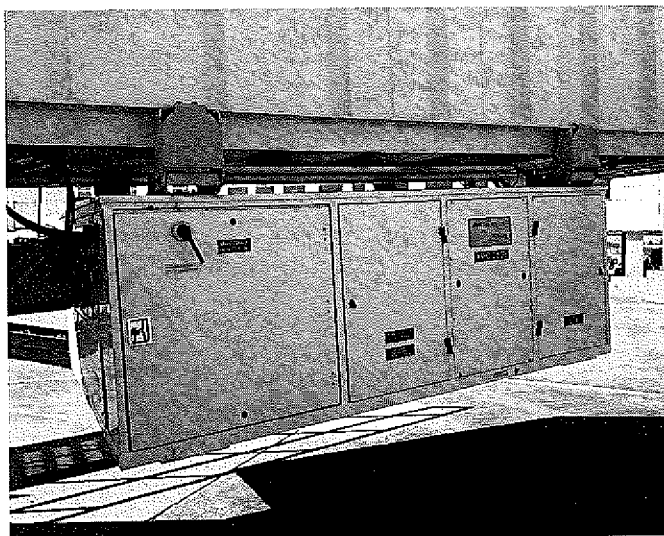




and installation of the new PBB with 400 Hz and PC Air. For each bridge location, all equipment shall be on-site and ready for removal and re-installation prior to taking the existing gate position out of service. With airport concurrence, it may be possible to ground load aircraft during construction so as not to lose the actual aircraft parking position. This operation will be considered in the planning and design of the project sequencing, along with the construction safety and phasing plan (CSPP).

4. 400 Hz Gate Power Units

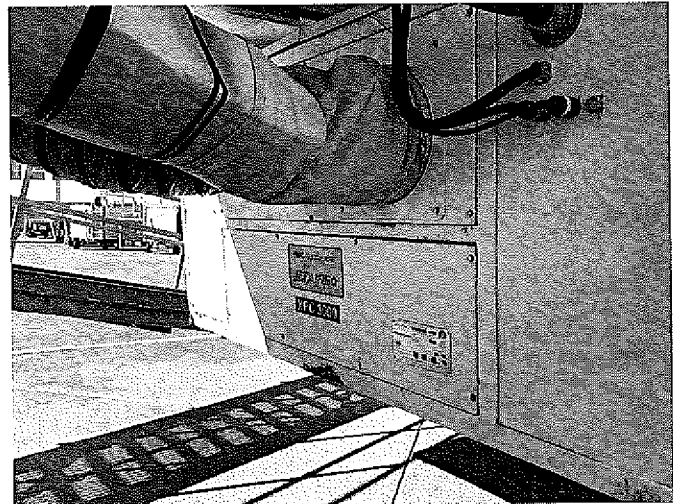
All gates will be retrofitted with new, upgraded 400 Hz units connected to the airport terminal electrical supply system. The 400 Hz units will be coordinated with the PBB supplier to ensure compatibility for final assembly and connection to the bridge. The utilization rate for each bridge will be developed; these systems typically range between 65 kVA and 90 kVA ratings. Design will also include evaluation of the required electrical supply to power and operate the system. The 400 Hz replacement systems shall be coordinated with the PBB installation schedule to minimize outage of ground systems to the extent possible. Both day and nighttime work windows can be anticipated. The phasing will specifically include provisions to remove only one position from service at any time. A potential telecommunications interface can be considered with airport staff to monitor use of the systems for gate revenue purposes.



5. PC Air Packs and Telescopic Air Duct Supply Lines

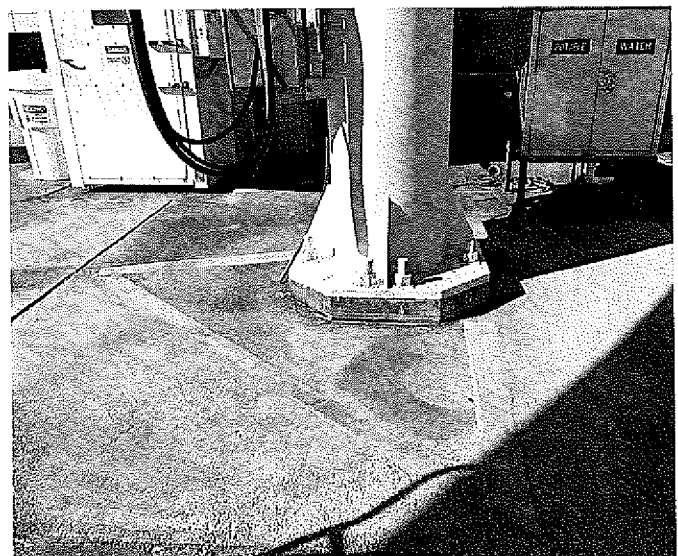
All gates will be retrofitted with new, upgraded pre-conditioned air (PC Air) units and operating controls at each gate location. Accessories will be designed and incorporated into the specifications so that all mounting assemblies properly align with the selected PBB supplier. New flexible hoses and storage baskets will be required at each gate

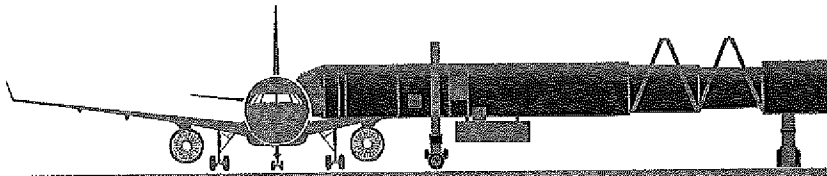
location. The PC Air replacement shall be coordinated with the PBB replacement schedule to minimize outage of ground systems to the minimum extent possible. Both day and nighttime work windows can be anticipated.



6. Paint Removal and Re-striping

AVCON will design a pavement marking plan for the gates, to include removal, cleaning, and application of new markings. These markings will include the centerline stripe with black outlines, gate identification markings, and new standard containment lines to implement the revised layout plan. Containment lines will be provided to indicate a complete safety outline for the aircraft maneuvering and separation of ground equipment. Multiple nose blocks may be required for the various aircraft sizes and door designations at each gate location. The marking removal and replacement shall also be coordinated with the PBB replacement schedule to minimize outage of aircraft parking positions to the extent possible.





7. Construction Administration, Resident Project Representative Services and Commissioning

Exceptional construction management services are vital for ensuring a successful airport terminal apron project. AVCON has developed a set of guidelines, controls, and processes for diverse types of construction projects. The AVCON Team construction personnel are experienced professionals that know airport construction and will effectively oversee the construction process. They are trained in operational safety on airports and will closely monitor the contractor's activities for compliance. AVCON will provide a plan to minimize impacts to ongoing airport operations. Good communication will be accomplished through frequent construction meetings with staff and the contractor to "rehearse" the work in a pending phase, and to develop contingency plans for minimizing and mitigating risk.

The safe and secure execution of the project will be a paramount feature of the construction management team. A project directly impacting the Airport Operations Area (AOA) and the Security Identification Display Area (SIDA) must have a team with extensive experience in working in these conditions. AVCON is recognized across the southeast as a leader in these types of projects, based largely on the team's unparalleled understanding of the requirements prescribed by FAA, TSA, and VPS for activities in these areas.

The full-time Construction Manager will provide daily updates to airport staff on the anticipated impacts of the day's construction activities, and will communicate any unforeseen conditions, activities varying from the planned schedule, and a general summary of issues. The Construction Manager will be responsible for scheduling and directing team inspectors, preparing inspection



reports, ensuring compliance with all safety and security requirements and communicating with the contractor superintendent

The AVCON Team will attend weekly construction meetings with contractor and airport representatives to coordinate safety and security compliance, weather days, and work progress.

AVCON will develop a checklist to verify all files and other on-site documentation are properly kept, including minutes to meetings, submittals, Disadvantaged Business Enterprise (DBE) utilization, passing test reports, re-tests of failing reports, truck tickets, pay requests, RFIs and change orders. AVCON's wide-ranging and in-depth experience in project construction enables the firm to identify opportunities to reduce cost. This was evidenced in the 2016 Rehabilitation of Public Parking Facilities project at VPS. Following initial milling operations, it was determined in the field that a significant portion of the existing asphalt pavement was suitable to remain, saving the airport more than \$400,000 in asphalt costs.

For Quality Assurance (QA) testing, the team will use the proven resources of NOVA, a firm with extensive airport testing experience on AVCON projects at VPS. The firm's reliable field technicians are certified to address asphalt placement, earthwork and base course density testing, concrete testing, material sampling, gradations, thicknesses, and other tests as required.

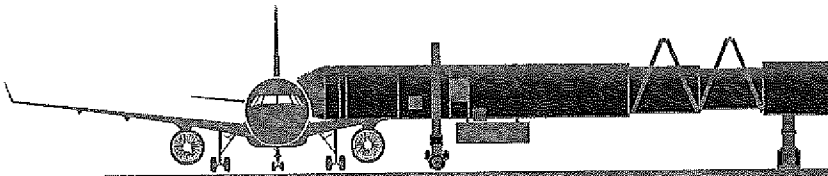
At project completion, AVCON will conduct walk-throughs to confirm the completeness and quality of the construction. The Construction Manager will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. Final documents shall include reviewed and approved Operation & Maintenance Manuals (O&M) manuals, warranties, spare parts lists and approval of materials and equipment operations.

“Since 2003, AVCON, INC. has provided outstanding planning and engineering service under our Continuing Airport Engineering Consulting Services contract. The AVCON team has contributed to the quality, continuity, and consistency of all their work products, met all our engineering needs, and have served us well.”

- George D. Speake, AAE

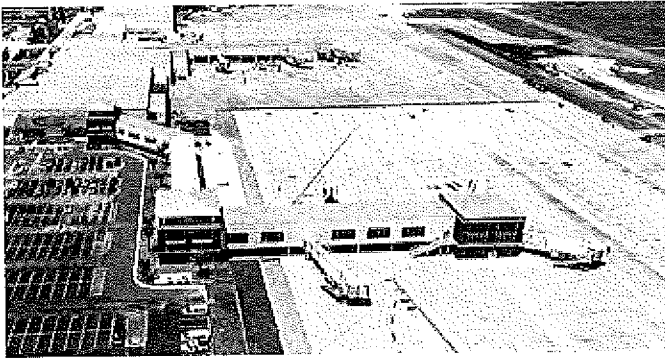
Executive Vice President/COO Airport Security Coordinator Sanford Airport Authority





d. Past Performance on Airport Terminal Projects

Orlando Sanford International Airport (SFB), Air Carrier Terminal Expansion Sanford, Florida



The Orlando Sanford International Airport's \$65M terminal expansion included a skywalk connector to four new gates. Each new gate included a refurbished apron-drive PBB. New ground power units (GPUs), PCAir units, and potable water cabinets were procured and installed with each PBB to reduce the number of ground service vehicles required to service aircraft. Gate layout markings were applied to designate parking positions and safety envelopes.

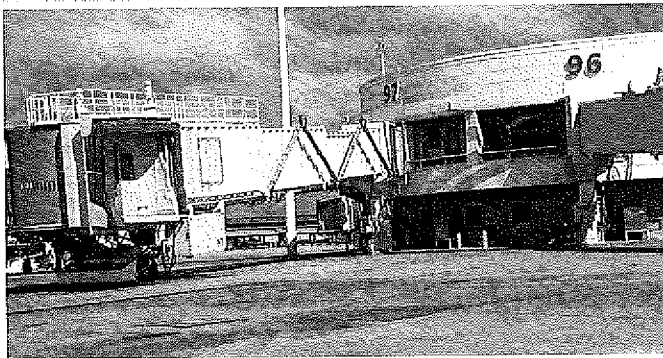
In addition to the design of the apron expansion and associated airfield pavement, lighting, and signage, AVCON also designed and procured the PBBs and associated equipment, which included:

- Gate layout planning to maximize gate utilization and flexibility of aircraft operations

- Development of PCAir specifications to provide a preconditioned mode for the PBBs
- Development of PBB specifications and equipment requirements to accommodate the fleet mix requirements and SFB Operational needs
- Development of 400 Hz GPU equipment specifications to meet the design aircraft requirements
- Design of high mast lighting to include LED type fixtures to minimize maintenance requirements and provide superior light levels at low energy consumption
- Design of gate layout markings to meet the operational and safety requirements established in the gate layout planning

Four new PBBs were procured in this project. The sizes and locations of the PBBs were identified based on the largest planned aircraft expected to utilize the ramp, which is B767-400ER for Gates 1 and 3 and B757-300W for Gates 2 and 4. The PBB design comprised evaluation of all six elements, which are Support Column, Rotunda, Closed Tunnel, Elevation (Hydraulic) System, Drive System and Service Stairs. Considerable effort was needed to balance the building floor elevation and ramp elevation to meet the ADA requirements for the MD-80 aircraft. The result of this analysis and the confining limits of the aircraft containment line was an internal ramp to achieve partial reduction in floor height to achieve the regulatory PBB slopes. Construction was completed in 2021.

Orlando International Airport (OIA), Airside 4 Expansion, BP-443 Orlando, Florida

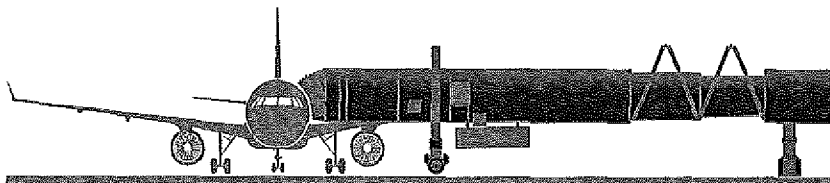


Airside 4 was expanded to accommodate additional and expanded international passenger traffic and larger aircraft parking positions, including one A380, 3-bridge gate position. This portion of the expansion extended throughout the expansion of Wing 12 to the south by approximately 20 feet as well as the installation of four PBBs and one high mast light pole to accommodate a new sterile corridor connection to an enlarged hub FIS area.

AVCON provided airside planning, civil design, and utility design services for the project. Civil Engineering design including master gate planning for the new PBB loading bridge and aircraft parking alignment, preliminary layout and evaluation of utility conflicts/adjustments, and preliminary engineering and development of Construction Safety and Phasing Plans; Utility Adjustments, Stormwater Collection and Transmission system, and Jet Fuel Hydrant relocations. The project included purchase of four Passenger Boarding Bridges, including a new third level PBB, for passenger transfers from the new A380 1U door; new foundations and relocation of fuel hydrants.

Additionally, the work included the expansion of the Airside Hub Area to add approximately 20,000 SF of additional space for international passenger processing along with major interior remodeling and repurposing of the existing spaces, all of which were designed to accommodate the arriving passenger traffic of the four new international-capable gates (90, 92, 94 and 96). Design services were completed in 2015. Construction was completed in 2018.





Orlando International Airport (OIA) - Multiple Passenger Boarding Bridge Projects

Orlando, Florida

AVCON provided design and construction phase services for numerous passenger boarding bridge projects at Orlando International Airport.

V-305, Replacement of Passenger Boarding Bridge at Gate 28 at Airside 1—The project incorporated technical planning and design assistance to the Authority to replace the existing PBB and fixed walkways. Supporting modifications to the infrastructure to remove the existing glycol chiller lines for cabin air, and replacement of the PC Air and 400 HZ aircraft support systems were also provided.

- Established the requirements for the replacement of loading bridge at Gate 28, including new door connectivity to the terminal concourse, related MEP, structures, and new potable water cabinet at this gate location;
- Validated the serviceability of the existing foundations, configuration of the structural support for the new fixed bridge segment, building architectural drawings, and other constructability issues;
- Provided detailed specifications and project drawings to define the required work within all disciplines, including new 400 Hz and preconditioned air units mounted to the new loading bridge.

BP-416 Airside 4 Multiple PBB Exchange and Support

Equipment Upgrades—This project provided all technical assistance, base drawings and details, front-end drawings, specifications, scheduling, phasing, cost estimating, and bidding phase services in connection with the Exchange and Relocation of PBBs from Gate 106 and 108, Airside 2 to Gates 83 and 86, Airside 4 at OIA. Specifically, the following elements of work included:

- Evaluated the existing site conditions for the PBB Infrastructure, including interface and connection details for exchanging the PBB tunnel sections on existing rotundas at each gate;
- Evaluation and change out provisions for 400 Hz and P.C. Air, among the bridges to provide correct balance of existing equipment at the narrow body and jumbo gate positions;
- Upgrade infrastructure for new 180 KVA 400 Hz power and 90-ton PC Air at Gate 87, including evaluation of demand and supply;
- Provided final design of construction phasing and staging provisions to address the needs of the aircraft traffic and maintain at least seven jumbo positions on Wing 11 throughout the construction period. Both daytime (off-peak) and nighttime options were examined.

Okaloosa County Airports - Multiple Airport Projects

Eglin Air Force Base, Florida

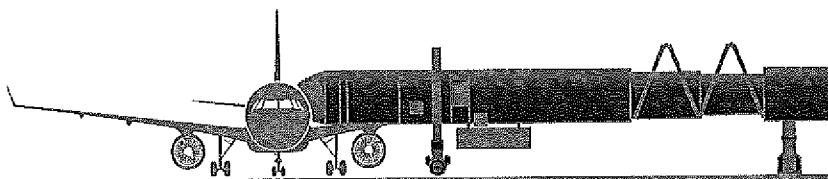
Chiller Replacement (2019)—This project consisted of the replacement of two air-cooled chillers and associated constant volume pumps and control valves which serve the approximately 110,000 SF VPS terminal. This project was organized into two phases. Phase 1 constituted removal of the existing air-cooled chillers, pumps, and ancillaries and replacement with new chillers, primary constant volume pumps, and digital data controls (DDC) upgrade. Phase 2 comprised an evaluation of the remaining terminal cooling system and development of a short- and long-term capital improvement program (CIP) for the terminal HVAC system. This evaluation considered current equipment loadings, useful life, and conditions.

Security Checkpoint Improvements, Phases 1 and 2 (2018-2019)—The purpose of these projects was to add a third and fourth security checkpoint lane at VPS. Services included modifying the existing exit lane structure to accommodate proposed TSA equipment including selective removal of metal structure, removal of automatic sliding doors, selective removal of glass, removal of security cameras and exit lane security system, and new structural

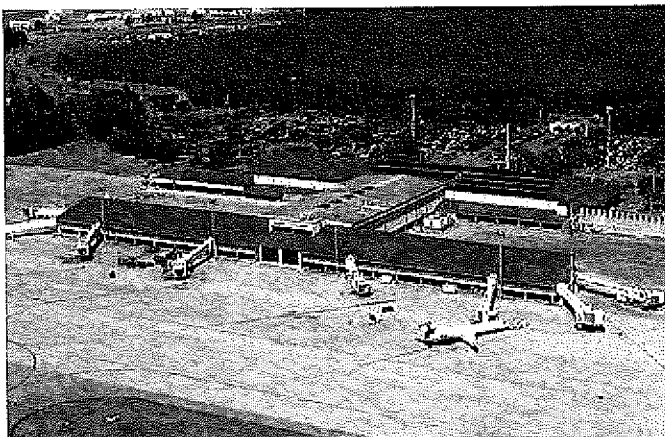
supports to accommodate new power and communication infrastructure, including additional infrastructure across the north side of the exit lane to support the new power and communication infrastructure and light for the podium. Power and communication design comprised accommodating the proposed TSA equipment in accordance with Checkpoint Design Guide, Revision 6.1. Power was provided from the existing electrical panels in the primary electrical room and the communication infrastructure was terminated in the electrical room. Planning elements included relocation and expansion of the TSA Check-Lane queue lines.

Security Inspection Facility (Ongoing)—AVCON provided design, bid, and construction administration phase services for the ongoing development of a Security.. Inspection Facility adjacent to the east commercial gate at Destin-Fort Walton Beach Airport. The project consisted of a complete structural design of the facility and foundations, interior lighting, power for security cameras and receptacles, and civil improvements. AVCON coordinated the scope, budget, schedule, and design considerations with the airport, investigated existing utilities, and submitted an FAA Airspace Study, 7460-1.





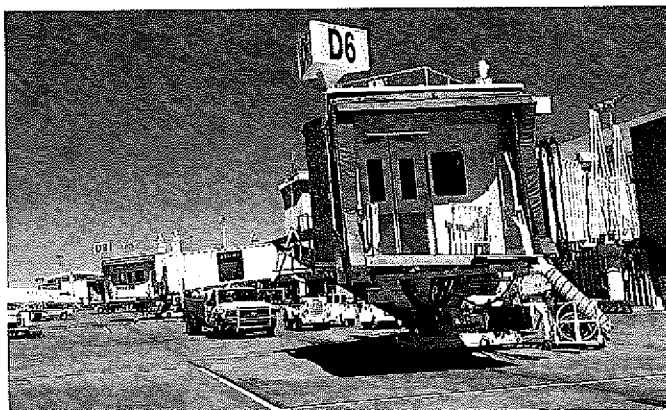
Tallahassee International Airport (TLH), Passenger Loading Bridge Replacement - 8 Gates
Tallahassee, Florida



ASE is currently providing the design and construction documents to replace all eight PBBs, Point-of-Use 400 Hz Ground Power units, and Point-of-Use Pre-Conditioned Air units, as well as upgrading existing electrical feeders and adding baggage valets for more efficient handling of gate-checked baggage. Coordinated design and phasing plans with in-progress International Terminal design project being performed by others Identified existing condition of undersized electrical feeders during initial site survey and developed design to upgrade feeders to meet NEC requirements Identification of and alternate design to non-standard anchor bolt design of existing PBB structural foundation. This project was completed in 2021.

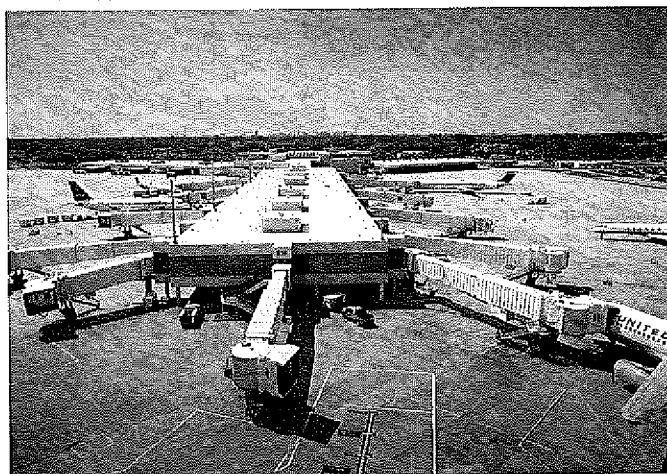


Southwest Florida International Airport (RSW) - 27 Gates
Fort Myers, Florida



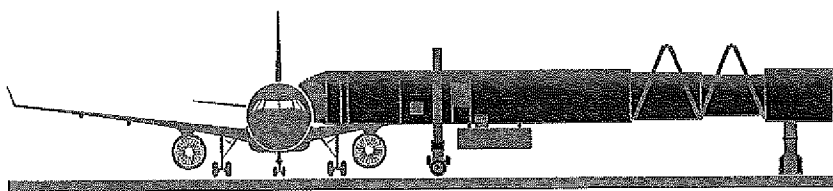
The project replaced the PBB at the existing facility on Concourses B, C, and D. The replacement included a new point of use (POU), PCA units, and 400 Hz GPUs at gates with older equipment (existing gates that have older equipment have been previously identified in the study). The project goals included electrical distribution upgrades throughout terminal to accommodate new point of use PCA units, an equipment reutilization plan, modified striping and equipment sizes to increase the fleet mix at multiple gates for increased flexibility. ASE analyzed and designed conversion of existing ramp lighting to LEDs and provided full CA services, including bid evaluations and recommendations. This project was completed in 2021.

Sarasota-Bradenton International Airport (SRQ) - 13 Gates
Sarasota, Florida



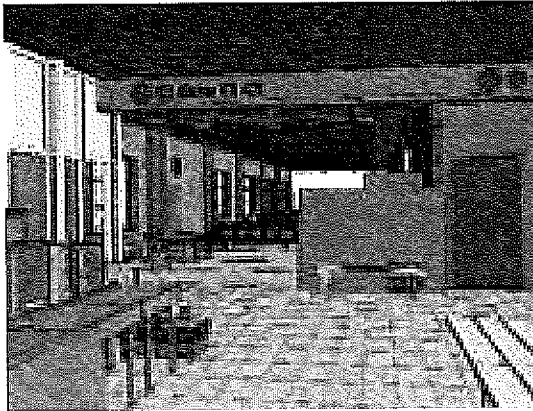
The project consisted of a complete airside planning and redesign of SRQ's existing terminal highlights. ASE developed and implemented a design in a timely and cost-effective manner. ASE provided design and construction administration services for the replacement of all PBBs, GPUs, and PCAs, electrical infrastructure upgrades, airside design, and LED ramp lighting upgrades. Electrical distribution upgrades throughout terminal were provided to accommodate new point of use PCA units, an equipment reutilization plan, and modified striping and equipment sizes to increase the fleet mix at multiple gates for increased flexibility. ASE analyzed and designed the conversion of existing ramp lighting to LEDs and provided full CA services, including bid evaluations and recommendations. This project was completed in 2019.





Destin-Fort Walton Beach Airport (VPS), Satellite Concourse C Design

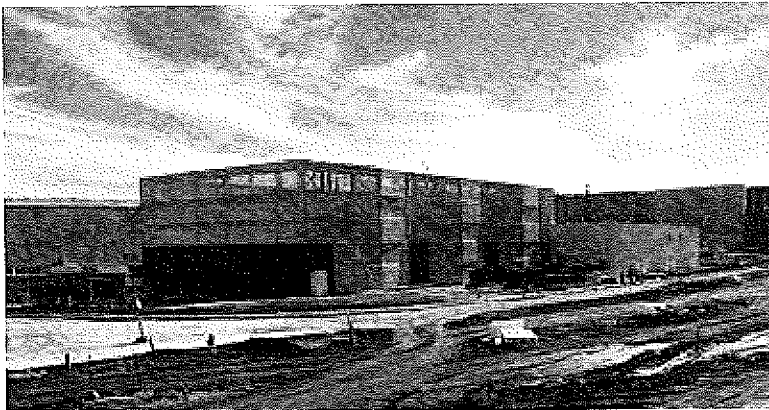
Eglin AFB, Florida



MLM-Martin Architects, Inc was the Prime Architect and Architect of Record the new 33,000-square feet one-story Satellite Concourse C building. The project is on an active apron shared with main baggage on the Landside Terminal and Existing Concourse A/B Building. MLM was responsible for the design and documentation and engineering systems coordination for the project. The facility encompassed the build out including five hold rooms for independent ADG III ground load gates, a three-lane public TSA Passenger Security Screening Checkpoint, public restrooms, Concessions tenant fit-out space, and various Airline, Airport and TSA offices. The design combined both a functional and sleek modern space, well illuminated by natural and artificial lighting, maximized passenger comfort to minimize stress with organized seating and clear lines of sight for passengers and airline staff. The design project completed in 2019. Construction will complete in 2022.

Orlando International Airport (OIA), South Terminal C, Phase 1

Orlando, Florida



MLM-Martin Architect's served this contract as Associate Architect of Record and CA Services for Airside Concourse with focus areas of Passenger Boarding Piers, Sterile Corridor System, Reflection Rooms, and Pre-Conditioned Air Plant(s); Landside Terminal with focus Areas of CBP offices, TSA Offices, Greater Orlando Aviation Authority (GOAA) Offices, Orlando PD Offices, Employee Check Point, and Airport VRC/AOC; Central Energy Plant; Architect of Record and CA Services for Central Emergency Standby Power Generation Plant.

MLM secured documents coordination, GOAA Standards Compliance Coordination and Customs and Border Protection Standards Consulting, Phase 1 of South Terminal C, which is currently under construction, including a 2.7M SF domestic and international terminal building comprised of a new 19-gate airside terminal and a landside terminal. MLM-Martin was the Associate Architect of Record Under HNTB Corporation and has Responsibilities within the Airside Concourse, Landside Terminal, Central Energy Plant and Emergency Standby Power Generation Plant. All 19 gates are international/domestic swing gates AVCON provided Civil and Structural Engineering for this contract. Design Services completed in 2015. Construction services are scheduled to complete in 2022.

e. References

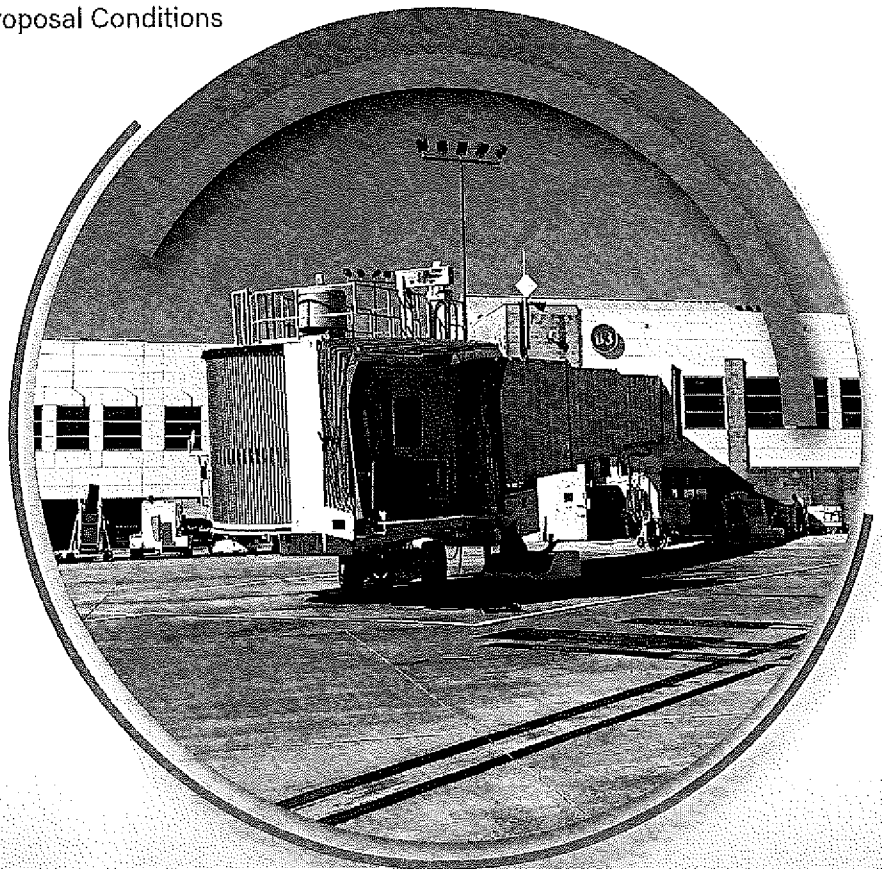
Contact Name	Company Name	Phone	Description of Services
Chad Rogers, PE	Okaloosa County Airports	(850) 651-7160	Okaloosa County Airports Multiple Airport Projects
Mark Birkebak, AIA	Greater Orlando Aviation Authority	(407) 825-4058	Airside 4 Expansion, BP-443, Airside Planning, Civil Design, and Utility Design Services (PBB)
George Speake, AAE	Sanford Airport Authority	(407) 585-4006	Orlando Sanford International Airport Terminal Expansion (PBB)





Required Documents

- A. Request For Qualifications & Respondent's Acknowledgment Page
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence
- F. Indemnification and Hold Harmless
- G. Addendum Acknowledgment
- H. Company Data
- I. System for Award Management
- J. List of References
- K. Certification Regarding Lobbying
- L. Sworn Statement - Public Entity Crimes
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies list
- O. Tax Delinquency and Felony Convictions
- P. Certificate of Good Standing
- Q. General Grant Funding Special Proposal Conditions



Scope of Work

Okaloosa County plans to retain professional architect/engineer (A/E) services to perform project design, bidding, and construction phase services to replace existing passenger boarding bridges at the Destin—Fort Walton Beach Airport (VPS). The scope of work includes but is not limited to design, permitting, construction phase services, and grant services by the A/E to support the project. The project will entail several parts including but not limited to demolition, new foundations, install of units, lighting, electrical cabling, guidance signs, conduits, lightning protection, HVAC, fire protection and prevention, and airport passenger loading bridge equipment, including all materials, equipment, labor, and incidentals required to complete the passenger loading bridge project.

The replacement of three (3) passenger boarding bridges (PBB) is needed to continue safe passenger loading at the Destin-Fort Walton Beach Airport. The PBBs at Gates B-1 through B-3 on the east side of the airport were initially installed during the main terminal construction in 2003-2004-time frame. The FAA expects this type of equipment to last upwards of 20 years, however the exterior elements near the bay and coastal beaches have deteriorated them past their useful life.

Deliverables will include a complete set of bid documents consisting of the bid manual and release for bid set of 100% percent design plans. Hard copies and electronic copies of these documents will be provided in the preferred County format in order to issue for the competitive procurement bid process for the construction phase.

The following items will be requested by the Architectural and Engineering firm or team.

1. Provide design services to include development of plans, specifications, permitting, and any other required documentation to ready the project for bid.
2. Provide grant phase services to include supporting exhibits, quarterly reports for any design or construction grants, and assistance with preparation of grant applications or other documents as needed for AIP, PFC, or other funding streams as determined.
3. Coordinate design with internal and external agencies including particularly County Growth Management and the FAA among others during the project design phase.
4. Provide bid phase services including pre-bid meeting preparation and execution, clarifications to designs or specifications, bid evaluation, recommendation of award, production of a conformed plan set, and any other services requested during project bidding.
5. Provide Construction Phase Services including contract administration, inspection, material testing, and RPR services as deemed necessary based on the technical nature of the project.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

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 authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. Okaloosa County will be listed as Additional Insured on all policies where applicable. A waiver of subrogation is required on the Workers Comp Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Respondent to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Respondent that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

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. Respondent must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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 LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the Respondent does not own vehicles, the Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the

Commercial General Liability policy or separate Business Auto Policy. Respondent must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. 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.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Respondent shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Respondent must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE 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	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$250,000 each occurrence

5. Professional Liability (E&O)

\$1M each claim

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 reasonable 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 proposal package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The Respondent shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium)
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the Respondent shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. 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.

8. 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.

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.

Any exclusions or provisions in the insurance maintained by the Respondent that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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.

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):
A & E SERVICES FOR REPLACE PASSENGER BOARDING BRIDGES AT THE
DESTIN—FORT WALTON BEACH AIRPORT (VPS)**

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

It is expected that the selected CONSULTANT will negotiate a contract for these services. Responsibilities will include requirements as listed in the RFQ and as assigned by the County.

The term of this contract will be for two (2) years from the date of contract execution and should incorporate design, bidding, and construction phases. Should the construction contract extend beyond this period then the AE Services contract should run concurrently with the construction project and extend 30 days past final completion in order to close out the project with the Airports Department and any funding agencies.

The content of the RFQ of the successful consultant will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in their RFQ. The selected consultant shall be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Statements of Qualifications shall be limited to **20-single sided pages** (not including mandatory forms) and **MUST** be submitted in the format described below:

- a. Letter of Interest. Provide a letter with a brief company synopsis and ability to assign resources to meet the County's needs related to the concourse expansion design. The project is a high priority for the airport and will require a competent team that can meet aggressive schedules. The letter should clearly list the available resources to meet design requirements within six (6) months or less.
- b. Organizational Chart and Description of key personnel. Include assigned roles as well as past experience with airport projects, specifically terminal concourse facilities, concourse expansions, hold rooms, special systems, and most particularly boarding bridges.
- c. Area of Expertise. Provide a list of your company's area of expertise. Include a listing of projects representative of this expertise. Firms are not required to have expertise in all areas of the project scope to be considered but note that services may be required and if the company does not have in-house staff to accomplish all design through construction phase services, they should clearly identify the sub-consultants whom they will collaborate on the project.
- d. Past Performance on airport terminal projects. Consultant shall possess experience with designing all aspects of the project including architectural, civil, mechanical, electrical, fire suppression, boarding bridge specifics, and building systems tie-in. Provide a listing of completed airport terminal or concourse boarding bridge designs or project construction implementations at commercial Part 139 airport facilities in the last five (5) years. Include a brief description of the work performed by the consultant representative of the type of work and services proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work specifically on this design.
- e. References. Within the last five (5) years, list three (3) current references representative of related past experience to include, as a minimum, a contact person, company name, phone number and a brief description of a PBB or similar project in technical scope or component.

Evaluation / Selection of Submittals – The submittals will be reviewed by the Airports Department as well as the County’s Standing Review and Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than **20 pages** not including standard forms, cover or table of contents. The Committee will select those firms deemed to be most responsive and may hear presentations by those consultants, if necessary.

The Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Ranking of the best qualified firms will be based on the following considerations:

- Level of previous experience of proposed team personnel with commercial terminal expansion and development, specifically passenger boarding bridges. **(40 pts)**
- Accomplishments: How well did the submittal demonstrate a past record of professional accomplishments related to the specific scope of PBB design and construction execution? **(25 pts)**
- Firm’s resource capability for required services (ability to execute immediately) and proven history of on-time contract and construction execution. **(15 pts)**
- Performance Assurance: Firm demonstrates a history to meet schedule and budget requirements; cites past airports examples. **(10 pts)**
- References. **(5 points)**
- Level of previous experience working with airports regulatory and funding agencies to design all aspects of major construction projects within the airfield and commercial airport environment as well as permitting requirements with local authorities having jurisdiction. **(5 points)**

Note: Proposal should clearly describe the location of supporting personnel and ability to respond to project concerns immediately.

2. Review of all submittals received will proceed as follows:

- a. The Selection Committee will review all written documents submitted.
- b. The committee may request oral presentations and/or hold discussions from the consultants after establishing the recommended priority or short list, if necessary.
- c. The committee’s ranking of prospective consultants shall be based on the specific criteria listed above and found within the ranking sheet, as well as the overall adherence to the Request for Qualifications.

3. Presentations, if needed or requested by the County, of the highest-ranking consultant(s) will be made to the Standing Review and Selection Committee and I.A.W. the Purchasing Department’s policy related to the acquisition of services.

4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be issued through the Intent to Award process in accordance with the County’s Purchasing Department policy.

5. Direct one-on-one contact with the Committee members, County Commissioners, the County Administrator, or County Employees with the exception of the Purchasing Manager or their appointed representative is prohibited (exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement period as further detailed in the Certificate regarding the Cone of Silence in accordance with section 29 of the Okaloosa County Purchasing Manual. Any questions during this period should ONLY be directed to the Purchasing Manager or their appointed representative. Failure of a bidder to adhere to the County's Cone of Silence may result in disqualification of the bidder's submittal.

The content of the RFQ of the successful consultant(s) will become a basis for contractual negotiations. If an agreement cannot be reached on the details within the initial scope and services requirement fees/rate schedule, the Selection Committee may select an alternate consultant including, but not limited to, engaging the consultant with the next highest scoring proposal in order to come to a satisfactory agreement for requested services.

The selected consultant(s) shall be required to assume responsibility for all services offered in their RFQ. The selected consultant(s) will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

TIMELINE GOALS - all timelines are tentative

Issue RFQ:	Date: November 8, 2021
Last Day for Questions:	Date: November 23, 2021
Issue Addendum (if necessary):	Date: December 1, 2021
Proposal Response Due:	Date: December 8, 2021
Committee Review to Short List:	Date: December 17, 2021
Short List Announcement:	Date: December 20, 2021
Oral Presentations*if needed:	Date: Week of 3 January, 2022
Intent to Award:	Date: January 14, 2022
Negotiations:	Date: Week of 17 January, 2022
Board Review and Approval:	Date: February 15, 2022

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY

Addendum - 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 shall be addressed at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addendum distributed to all prospective respondents by posting to the Vendor Registry.

Such written addenda or modification shall be part of the RFQ 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 documents. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF QUALIFICATIONS – Qualifications which contain 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 requesting qualifications may be rejected.

- a. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- b. Qualifications 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.
- c. Qualifications 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.
- d. Qualifications submitted by an individual shall show the respondent's name and official address.
- e. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- f. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- g. The submittal 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 submittal shall be shown.
- h. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State

of Florida.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification 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 qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** – A proposal shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications 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 submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **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 qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **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 #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications 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.

12. **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.
13. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications 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 part of the RFQ package.

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **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 any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)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 agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **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 being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **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.

19. **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 any contract resulting from this solicitation 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.
20. **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 contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
21. **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 any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **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.
23. **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.
24. **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 terms under which respondent was placed on the Active Contractors List . 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 subject contract and removal of the respondent from the Active Contractors list. 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.
25. **IDENTICAL TIE PROPOSAL** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

26. **CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence 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 from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

28. **INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause.

29. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.

30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

31. **MANDATORY DISCLOSURES**- The contractor must disclose in writing all violations of Federal

criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

32. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. The following documents are to be submitted with the qualifications packet:

- A. Request For Qualifications & Respondent's Acknowledgement Page
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence
- F. Indemnification and Hold Harmless
- G. Addendum Acknowledgement
- H. Company Data
- I. System for Award Management
- J. List of References
- K. Certification Regarding Lobbying
- L. Sworn Statement -- Public Entity Crimes
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies list
- O. Tax Delinquency and Felony Convictions
- P. Certificate of Good Standing -See # 32
- Q. General Grant Funding Special Proposal Conditions

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: November 29, 2021

SIGNATURE: 

COMPANY: AVCON, INC.

NAME: Virgil C. "Lee" Lewis, PE

(Typed or Printed)

ADDRESS: 320 Bayshore Drive

TITLE: Vice President

Suite A

E-MAIL: vclewis@avconinc.com

Niceville, FL 32578

PHONE NO.: (850) 678-0050

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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 _____

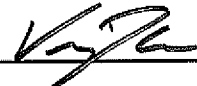
NAME(S)

POSITION(S)

Not Applicable

FIRM NAME: AVCON, INC.

BY (PRINTED): Virgil C. "Lee" Lewis, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 321 Bayshore Drive, Suite A

Niceville, FL 32578

PHONE NO. (850) 678-0050

E-MAIL vclewis@avconinc.com

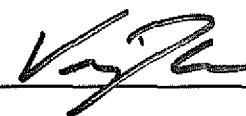
FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer 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 of 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: November 21, 2021

SIGNATURE: 

COMPANY: AVCON, INC.

NAME: Virgil C. "Lee" Lewis, PE
(Typed or Printed)

ADDRESS: 320 Bayshore Drive, Suite A
Niceville, FL 32578

TITLE: Vice President

PHONE NO.: (850) 678-0050

E-MAIL: vclewis@avconinc.com

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

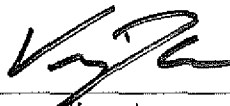
The period commences from the time of advertisement until contract award.

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 Director or an appointed representative. It shall be the Purchasing Director 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  representing AVCON, INC.
Signature Company Name

On this 29th day of November 2021 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable 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.

AVCON, INC.

Proposer's Company Name

320 Bayshore Drive, Suite A
Niceville, FL 32578

Physical Address

320 Bayshore Drive, Suite A
Niceville, FL 32578

Mailing Address

(850) 678-0050

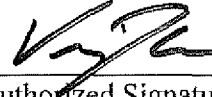
Phone Number

(850) 585-7030

Cellular Number

November 29, 2021

DATE



Authorized Signature – Manual

Virgil C. "Lee" Lewis, PE

Authorized Signature – Typed

Vice President

Title

(407) 599-1133

FAX Number

(850) 585-7030

After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT

02-22 RFQ AP

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

ADDENDUM NO.

DATE

1

November 24, 2021

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.

COMPANY DATA

Respondent's Company Name: AVCON, INC.

Physical Address & Phone #: 320 Bayshore Drive
Suite A
Niceville, FL 32578
PH:(850) 678-0050

Contact Person (Typed-
Printed): Virgil C. "Lee" Lewis, PE

Phone #: (850) 678-0050

Cell #: (850) 585-7030

Email: vclewis@avconinc.com

Federal ID or SS #: 59-2890463

DUNNS/SAM #: 60-672-0266

Respondent's License #: #5057

Fax #: (407) 599-1133

Emergency #'s After Hours,
Weekends & Holidays: (850) 585-7030

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: AVCON, INC.
Entity Address: 320 Bayshore Drive, Suite A, Niceville, FL 32578
Duns Number: 60-672-0266
CAGE Code: 58CT8

LIST OF REFERENCES

Owner's Name & Address: Okaloosa County Airports
1701 N. Florida Avenue 85
Eglin AFB, FL 32542

Contact Person: Chad Rogers, PE

Telephone: (850) 651-7160 Email: rrogers@co.okaloosa.fl.us

Owner's Name & Address: Greater Orlando Aviation Authority
One Airport Boulevard
Orlando, FL 32827

Contact Person: Mark Birkebak, AIA, Director of Construction

Telephone: (407) 825-4058 Email: mbirkebak@goaa.org

Owner's Name & Address: Sanford Airport Authority
1200 Red Cleveland Boulevard
Sanford, FL 32773

Contact Person: George Speake, AAE, Vice President, Maintenance and Operations

Telephone: (407) 585-4006 Email: gspeake@osaa.net

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 [Respondent] 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 Respondent, AVCON, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent 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 Respondent's Authorized Official
Virgil C. "Lee" Lewis, PE, Vice President Name and Title of Respondent's Authorized
Official

November 29, 2021 Date

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Board of County Commissioners of Okaloosa County
2. This sworn statement is submitted by AVCON, INC.

Whose business address is: 320 Bayshore Drive, Suite A, Niceville, FL 32578

and (if applicable) its Federal Employer Identification Number (FEIN) is . 59-2890463

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Virgil C. "Lee" Lewis, PE and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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

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

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

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: November 29, 2021 Signature: *Virgil C. Lee*

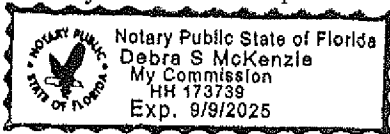
Virgil C. "Lee" Lewis, PE
Vice President

STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of November, in the year 2021.

My commission expires: 9/2025
Notary Public



Debra S. McKenzie
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Virgil C. "Lee" Lewis, PE, Vice President
Printed Name and Title of Authorized Representative

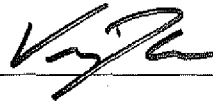

Signature

November 29, 2021
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate AVCON, INC., the bid proposer, 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 disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Respondent 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 bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer 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 bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer 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 bid proposer.

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

DATE:	<u>November 29, 2021</u>	SIGNATURE:	<u></u>
COMPANY:	<u>AVCON, INC.</u>	NAME:	<u>Virgil, C. "Lee" Lewis, PE</u> (Typed or Printed)
ADDRESS:	<u>320 Bayshore Drive</u> <u>Suite A</u> <u>Niceville, FL 32578</u>	TITLE:	<u>Vice President</u>
PHONE NO.:	<u>(850) 678-0050</u>	E-MAIL:	<u>vclewis@avconinc.com</u>

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

P. Certificate of Good Standing



2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K22990

Entity Name: AVCON, INC.

Current Principal Place of Business:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

FILED
Jan 07, 2021
Secretary of State
4272778537CC

Current Mailing Address:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779 US

FEI Number: 59-2890463

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SINGH, SANDEEP
5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title DCP
Name SINGH, SANDEEP
Address 11138 BRIDGE HOUSE RD.
City-State-Zip: WINDERMERE FL 34786

Title VP
Name BALDOCCHI, RICHARD V
Address 2301 FORREST ROAD
City-State-Zip: WINTER PARK FL 32789

Title ST
Name KRISS, JAMES A
Address 9348 THURLOE PLACE
City-State-Zip: ORLANDO FL 32827-7003

Title RM
Name LEWIS, VIRGIL L
Address 604 SAILBOAT DRIVE
City-State-Zip: NICEVILLE FL 32578

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SANDEEP SINGH

PRESIDENT

01/07/2021

Electronic Signature of Signing Officer/Director Detail

_____ Date

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable:

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246).** During the performance of this contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** When applicable, contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

15. **Access to Records and Reports:**

Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: November, 29 2021

SIGNATURE: 

COMPANY: AVCON, INC.

NAME: Virgil, C. "Lee" Lewis, PE

ADDRESS: 320 Bayshore Drive
Suite A
Niceville, FL 32578

TITLE: Vice President

PHONE NO: (850) 678-0050

E-MAIL: vclewis@avconinc.com

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**A & E Services for REPLACE PASSENGER BOARDING BRIDGES
AT THE DESTIN—FORT WALTON BEACH AIRPORT (VPS)**

**RFQ: AP 02-22
RANKING SHEET**

Qualifications	
Level of previous experience of proposed team personnel with commercial terminal expansion and development, specifically passenger boarding bridges. (40 pts)	
Accomplishments: How well did the submittal demonstrate a past record of professional accomplishments related to the specific scope of PBB design and construction execution? (25 pts)	
Firm's resource capability for required services (ability to execute immediately) and proven history of on-time contract and construction execution. (15 pts)	
Performance Assurance: Firm demonstrates a history to meet schedule and budget requirements; cites past airports examples. (10 pts)	
Level of previous experience working with airports regulatory and funding agencies to design all aspects of major construction projects within the airfield and commercial airport environment as well as permitting requirements with local authorities having jurisdiction. (5 points) Note: Proposal should clearly describe the location of supporting personnel and ability to respond to project concerns immediately.	
References. (5 points)	
TOTAL POSSIBLE – 100 PTS	

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE: _____

DRAFT CONTRACT

Please note: This contract is a draft for Respondent to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this _____ day of _____, _____, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at _____, and _____, whose principal place of business is at _____ (the "Consultant"), whose Federal I.D. number is _____, in connection with Okaloosa County Request for Qualifications No. _____ and the professional services set forth therein.

W I T N E S S E T H

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the Attachments attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Schedule A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted,

including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

INSERT NAME

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such

information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Attachments A-D. These services will be paid for by the County as indicated in Article Five and Schedule A and Attachment A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Tracy Stage, A.A.E., County Airports Director

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes

thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Attachment A, which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed or a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

**ARTICLE TEN
SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

**ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary

during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

- a) Keep and maintain public records required by the County to perform the service.
- b) 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.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) 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.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

**ARTICLE FOURTEEN
INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Attachment B.

**ARTICLE FIFTEEN
INDEMNIFICATION**

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Attachments hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Attachments, the terms of this Contract shall supersede and prevail over the terms in the Attachments.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Attachment A-D. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN

PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

**ARTICLE TWENTY NINE
FEDERAL SUSPENSION AND DEBARMENT**

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE THIRTY
LOBBYING**

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**ARTICLE THIRTY ONE
THIRD PARTY BENEFICIARIES**

31.1 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

**ARTICLE THIRTY-TWO
SEVERABILITY**

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE THIRTY-THREE
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of _____ 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 _____ obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONSULTANT

Authorized Representative

(printed)

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Chair

Clerk of Court

Approved as to form

SCHEDULE A
“BASIS OF COMPENSATION”

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

[SHOULD BE SPECIFIC TO EACH PARTICULAR TYPE OF SERVICE BEING PROVIDED BY CONSULTANT – MAY BE LUMP SUM PAYABLE IN PARTS BASED ON PROVIDING DELIVERABLES TO COUNTY OR MAY BE PAID MONTHLY. SOME SERVICES MAY BE PAID BASED ON AN HOURLY WAGE. HOURLY RATES FOR HOURLY WORK SHOULD ALSO BE STATED HERE.]

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

- a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
- b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
- c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
- b. Consultant overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

ATTACHMENT “A” - Contractor’s Consultant’s Submittal

ATTACHMENT “B”- Insurance Requirements

ATTACHMENT “C” Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 subcontractors, 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 subcontractor 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 subcontractor, 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.

ATTACHMENT "D"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

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 subcontractor'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.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate

verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension

or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/08/2022

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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 Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

**RFQ AP 02-22
A&E Services to Replace Passenger
Boarding Bridges for VPS
Attachment "B" - Insurance
Requirements**

OKALOOSA COUNTY

1. The Contractor 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 Contractor 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. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE 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. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage
	\$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
4. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor’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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

Attachment "C"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") 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 subcontractors, 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 subcontractor 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

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discrimination Requirements and
Pertinent Acts and Authorities**

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 subcontractor, 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.\

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

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 subcontractor'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.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

SCHEDULE A
“BASIS OF COMPENSATION”

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

In Accordance with Exhibit “A” – AVCON Scope of Work dated September 2022, as follows and further detailed within Exhibit “B”- AVCON Fee proposal dated September 2022:

SECTION B: PRE-DESIGN ACTIVITIES (Lump Sum)

SECTION C: DESIGN PHASE SERVICES (Lump Sum)

SECTION D: Bidding and Award Services (Not to Exceed)

SECTION E: Construction Administration Services (Not to Exceed)

SECTION F: Limited Part-Time Resident Project Representative (RPR) Services (Not-To-Exceed)

Reference: Exhibit “B”- AVCON Fee proposal dated September 2022

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

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d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.



EXHIBIT "A"
SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT
DESTIN-FORT WALTON BEACH AIRPORT (VPS)
SEPTEMBER 2022

SECTION A: PURPOSE

The purpose of this overall project is to replace three existing passenger boarding bridges (PBB) and supporting equipment and infrastructure serving Gates B-1 through B-3 along with the associated building and civil improvements needed to support the new PBBs at the Destin-Fort Walton Beach Airport (VPS).

The preliminary planning phase for this project has been completed and the preferred gate layout is attached as **Exhibit C**. The construction implementation plan consists of removal and remarking of the commercial service apron before replacing the PBBs so the aircraft parking positions can be shifted before construction begins on the Baggage Claim Expansion project.

This scope of work generally consists of the following:

1. Procure additional survey data to complete the initial planning work,
2. Finalize gate modeling based on survey data for the A gates and Concourse C,
3. Prepare design documents to remove and remark the commercial service apron,
4. Prepare design documents to replace PBBs at gates B1 through B3,
5. Prepare Bid Documents,
6. Bid Phase Services,
7. Construction Administration services,
8. Limited Part-Time Resident Project Representative (RPR) services, and
9. Commissioning services

Based on the results of the initial planning work, the original RFQ, and the AVCON Team experiences on similar projects, AVCON has prepared the following scope of work necessary to accomplish this project. These are outlined below:

SECTION B: PRE-DESIGN ACTIVITIES (Lump Sum)

1. **Coordinate with Okaloosa County Airports Department:** AVCON shall coordinate with Okaloosa County Airport staff to define the scope of work, ensure the design methodology is in accordance with Airport standards and objectives, and coordinate phasing and overall project schedule.
2. **Provide design subconsultant management:** AVCON shall coordinate and contract with subconsultants for various services not performed in house. The task includes development of subconsultant contracts, coordination of schedules, and general subconsultant coordination. Task shall include processing monthly invoices from subconsultants and other associated duties.
3. **Perform survey:** The initial planning phase services collected survey data for the east portion of the commercial service apron to support the gate modeling for Gates B1 through B3. During this gate modeling, it was determined that impacts to gates on the west side of the apron may be required and the Airport desires to remark these gates along with the vehicular service road on the west side of the apron. Additional survey will be collected on the west side of the apron and the new Concourse C development so all gates can be modeled and confirm proper clearances will be provided for all gates.

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dated September 2022**

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

4. **Participate in PBB options meeting:** Participants from AVCON, JSM, and AERO Systems will meet at the Airport to provide an overview of the PBB options and other project buildout components available for new PBBs. Decisions documented during this meeting will be used to prepare the performance specifications for the new PBBs.
5. **Prepare documentation of existing conditions:** Following the PBB options meeting, the design team shall review provide a review of the project site and document the existing electrical, mechanical, structural, and civil systems supporting the existing PBBs. It is assumed the electrical feeders will be replaced back to the main electrical panel.
6. **Finalize gate modeling:** The gate modeling provided during the previous planning phase was based on survey data collected for Gates B1 through B4/5 and assumptions based on aerial images for Gates B6 through A1. This Scope of Work will finalize the gate model including aircraft operations at Gates B6 through A1 based on actual survey data (Task B-3) to confirm property clearances will be maintained. The final gate modeling will also consider aircraft operations at Concourse C to identify any impacts and confirm the final location of the vehicle services road.
7. **Coordinate Final Gate Modeling with Airport:** AVCON shall provide draft updated gate modeling exhibits to the Airport for review and comment. AVCON shall then finalize the exhibits based on comments received.

SECTION C: DESIGN PHASE SERVICES (Lump Sum)

1. **Prepare apron marking plan design drawings:** AVCON shall prepare an apron marking plan specifying the removal of existing markings, placement of new markings, marking details, quantities, and technical specifications to govern the work. This task assumes the Airport will coordinate pricing and project execution through the FDOT statewide Airport marking contract so no bid documents or bid phase services are required. If the Airport elects to advertise this marking work for bid, preparation of bid documents will be coordinated under a separate contract.
2. **Prepare operational construction phasing plan for apron marking plan:** AVCON shall prepare an operational construction phasing plan for the apron marking work to minimize the gate impacts to only one gate at a time. AVCON shall coordinate with Airport operations to determine the best time to close each gate and provide a draft operational construction phasing plan for Airport review and comment. AVCON shall prepare a final operational construction phasing plan incorporating comments provided by the Airport.
3. **Provide quantity takeoffs for apron marking plan:** AVCON shall prepare a summary of quantities for the apron marking demolition and markings plans.
4. **Prepare PBB performance specification:** A draft performance specification for the new PBBs shall be prepared and provided to the Airport for review. Review comments will be provided by the Airport and a final performance specification shall be developed by the design team.
5. **Prepare Design for 400 Hz Implementation:** New equipment will be specified to meet the needs of the current and future fleet mix. Electrical and mechanical service provisions will be designed from the building face out to the point of connection, and inside of the terminal building if required.

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

6. **Prepare Design for PC Air Implementation:** New equipment will be specified to meet the current and future fleet mix. Electrical and mechanical service provisions will be designed from the building face out to the point of connection, and inside of the terminal building if required.
7. **Provide PBB Foundation Evaluation:** The design team will evaluate the capability and capacity of the existing PBB foundations to accommodate the new installation, including evaluation of wind and other code changes since the original installation.
8. **Provide PBB Foundation Evaluation:** The design team will evaluate and prepare design drawings and specifications to construct new PBB tie-downs to stabilize the new PBBs during storm events.
9. **Electrical Feeder Replacement:** The design team will design the complete replacement of the existing electrical feeders, providing electrical power to Gates B1, B2, and B3, from the building face to the main electrical panel.
10. **Develop 95% PBB Replacement Design Drawings:** The design team shall develop 95% design drawings for the PBB Replacement associated with Gates B1 through B3. The design drawings shall specify the following:
 - a. PBB improvements including locations, operational limits, and building connection points,
 - b. electrical improvements including new panels, feeders, breakers, and disconnects, and 400 Hz power,
 - c. Mechanical improvements including PC Air, and
 - d. Water cabinet improvements
11. **Prepare 95% Operational Construction Phasing Plan for PBB Replacements:** AVCON shall prepare a 95% operational construction phasing plan for the PBB replacements to minimize the gate impacts to only one gate at a time. AVCON shall coordinate with Airport operations to determine the best time to close each gate.
12. **Perform QA/QC Review of 95% Design Drawings:** AVCON shall perform and document an internal review of the technical elements of the 95% design drawings. The 95% design drawings shall be updated in accordance with the review results and the updated design drawings shall be submitted to the Airport for review and comment.
13. **Conduct 95% Design Review Meeting with Airport:** The design team shall conduct a virtual design review meeting with Airport staff to discuss the features of the 95% design documents. Review comments received from the Airport shall be documented.
14. **Develop Construction Safety and Phasing Plan (CSPP):** In accordance with FAA AC 150/5370-2G, AVCON shall prepare and coordinate the 95% CSPP plan with the FAA via the OEAAA website for approval prior to proceeding to final design drawings. AVCON shall review comments provided by the FAA and revise the 95% CSPP as needed.
15. **Prepare On-Airport FAA Airspace Study:** AVCON shall prepare and submit to the FAA an On-Airport Form 7460-1 Airspace Study, Notice of Proposed Construction or Alteration, for the cranes required to install the new PBBs. AVCON shall assist the Airport in requesting a FAA Determination of No Hazard Approval.
16. **Prepare 95% Technical Specifications:** The design team shall prepare 95% project technical specifications for the proposed improvements.

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

- 17. Identify Pay Items and Prepare Bid Forms/Schedule:** AVCON shall identify proposed project pay items and shall prepare bid forms and bid schedules for the work. Based on the nature of the work, the bid forms shall represent a lump sum contract.
- 18. Prepare Opinion of Probable Construction Cost:** AVCON shall prepare an opinion of probable construction cost based on the 95% design drawings. Task shall include updating the opinion following preparation of the final bidding documents.
- 19. Prepare and Submit Bidding Documents to Airport:** AVCON shall prepare and submit bidding documents to the Airport for review and coordination with funding agencies as a condition of receiving approval for advertising the project. This task includes updating bid documents to address comments provided by the Airport. Each set shall include:
 - a. Front-end documents
 - b. Bid forms and schedules
 - c. Technical Specifications
 - d. Bid drawings
 - e. Opinion of probable construction cost
- 20. Prepare and Submit Building Plan Review to the Okaloosa County Growth Management Department:** AVCON shall prepare and submit a set of signed/sealed design drawings for plan review in preparation for the County to issue a building permit. The design team shall respond to comments provided by the Building Department and resubmit design drawings as needed.
- 21. Review and Prepare Responses to Okaloosa County Growth Management Comments:** AVCON shall respond to questions and RAs (up to two rounds) from Okaloosa County Growth Management as part of the building permit process.

SECTION D: Bidding and Award Services (Not to Exceed):

- 1. Attend Pre-Bid Conference and Prepare Minutes:** AVCON shall participate in a Pre-Bid Conference to present and discuss specific project issues, specific construction features, operational phasing, special construction limitations, and other applicable requirements. AVCON shall provide and distribute meeting minutes for the Pre-Bid Conference to participants and funding agencies.
- 2. Prepare Responses to Plan Holder Questions:** AVCON shall review and provide responses to questions provided by plan holders during the bid period.
- 3. Prepare and Distribute Addenda:** AVCON shall prepare and distribute addenda to bidding documents as required to address any revisions resulting from bidder's questions or from design modifications.
- 4. Prepare Bid Tabulation and Recommendation of Award:** AVCON shall review all bids received and shall prepare tabulation of the bids, including the Engineer's estimate. Based on the review, AVCON shall provide a formal recommendation of the award for Okaloosa County.

SECTION E: Construction Administration Services (Not to Exceed): This task shall include construction administration services for the work included in the Release for Construction documents.

- 1. Prepare Conformed Documents:** AVCON shall prepare and submit conformed plans and specifications that incorporate addendums to serve as the "Release for Construction" set. A total of three sets of conformed documents shall be provided to the Airport.

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

2. **Coordinate with Airport and contractor during apron marking work:** AVCON shall coordinate with Airport staff and the contractor to discuss onsite situations, respond to questions regarding the apron marking scope of work, overall project schedule, phasing requirements, operational changes, security concerns, and to generally ensure the apron marking construction is progressing in accordance with Airport standards and objectives. It is assumed that the airport will coordinate the apron marking work through the FDOT statewide airport marking contract and no bid documents or bid phase services are required for this work.
3. **Coordinate with surveyor during apron marking work:** AVCON shall coordinate with qualified surveyor to layout the apron markings to assist the FDOT statewide marking contractor to remark the apron. It is assumed that the surveyor will need to provide up to 5 visits to layout the markings based on the phasing plan developed during the design phase. It is assumed that the escort services for the surveyor will be provided by the Airport.
4. **Coordinate with Airport and contractor during PBB Replacement construction:** AVCON shall coordinate with Airport staff and the contractor to discuss onsite situations regarding the PBB replacements, overall project schedule, phasing requirements, operational changes, security concerns, and to generally ensure construction is progressing in accordance with Airport standards and objectives. This coordination will occur outside the regularly scheduled coordination meetings during construction.
5. **Provide Construction Phase Subconsultant Management:** AVCON shall coordinate and contract with subconsultants for various services not performed in house. The task includes development of subconsultant contracts, coordination of schedules, coordination of onsite inspection work with the RPR, and general subconsultant coordination. Task shall include processing monthly invoices from subconsultants and other associated duties.
6. **Participate in Pre-Construction Conference; Prepare Minutes:** AVCON shall coordinate and participate in a Pre-Construction Conference to present and discuss specific project issues, specific construction features, operational phasing, special construction limitations, and other applicable requirements.
7. **Participate in On-Site Visits to Review Work:** AVCON shall participate in up to eight (8) site visits during construction to observe progress of work. Visits shall be intended to enable observations of the progress to ensure that construction is generally consistent with the design objectives and with applicable safety and security requirements and to coordinate questions in the field. Task shall assume eight (8) site visits at four (4) hours per visit by the Senior Project Manager.
8. **Participate in Update Meetings:** AVCON shall schedule and participate in up to eight (8) update meetings conducted by the contractor during construction to coordinate issues, address project concerns, and to review scheduled work. Task shall include preparation of meeting notes from each meeting and shall assume eight (8) meetings at four (4) hours per meeting by the Senior Project Manager.
9. **Review Contractor Shop Drawings:** AVCON shall review shop drawings as submitted by the Contractor and shall evaluate compliance with respect to contract requirements. A review period (approximately two weeks) shall be specified in the project documents for shop drawing review and response from receipt of the respective shop drawing.
10. **Review and Approve Contractor Pay Applications:** AVCON shall review pay requests as submitted by the Contractor on a monthly basis to review and evaluate the requested values versus the actual work completed and accepted for the payment period. The task shall include review of the work

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

completed in conjunction with the RPR and certification by the Senior Project Manager that the pay application reflects the work performed and stored materials accepted.

- 11. Coordinate RFIs with Contractor:** AVCON shall respond to Contractor Requests for Information (RFIs) as required to provide clear interpretation of the contract requirements. The work shall include preparation of Work Directives or other instruction during the construction phase as appropriate to ensure proper completion in accordance with the contract documents.
- 12. Participate in Substantial Completion Inspection:** AVCON shall attend a punch-list walk-through of the construction upon substantial completion to verify completeness of work. The work shall include an evaluation to determine whether the work items satisfy substantial completion requirements. The task shall include a review of project close-out requirements for the Contractor.
- 13. Administer Punch-List:** AVCON shall prepare and monitor a project punch-list to verify final completion in accordance with contract documents as part of this task. The task shall include a review of the list with the Contractor to clarify remaining contract requirements.
- 14. Participate in Final Completion Walk-Thru:** AVCON shall attend a final inspection walk-through of the construction upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work. The work shall include an evaluation to determine whether the work items satisfy final completion requirements and certification of the completion.
- 15. Prepare and Coordinate Final Change Order:** AVCON shall prepare the final reconciliation change order justification and paperwork and coordinate with the Contractor and Airport to execute this change order.
- 16. Prepare and Provide Record Drawings/Close-Out Documents:** Prepare and provide one (1) set of electronic files (in ACAD format) reflecting the installation of features as constructed on site. AVCON shall assist Okaloosa County with the preparation of the close-out documentation and shall prepare a close-out package documenting the project. The close out documentation shall include field visit summaries, testing results, approval and clearance letters, and general project information to address FDOT close-out requirements.

SECTION F: Limited Part-Time Resident Project Representative (RPR) Services (Not-To-Exceed)

- 1. Limited Part-Time Resident Project Representative (RPR):** AVCON shall provide one (1) Resident Project Representative (RPR) to observe the preparation, installation, and configuration of the three new PBBs installed by others. This task assumes five (5) days of inspection during the installation of each PBB.
- 2. Commissioning:** AVCON shall provide one (1) commissioning representative to test each of the three PBBs to confirm the systems are operating as intended and specified in the design documents. This task assumes five (5) days of testing for each of the three PBBs.

All project coordination performed by AVCON shall be compensated at the rate of \$176.00 per actual labor-hour incurred. This hourly rate assumes a continuous inspection schedule and includes direct expenses for inspection services.

No separate compensation shall be made for per diem or vehicle allowances unless otherwise authorized by the Airport.

**EXHIBIT "A" - SCOPE OF WORK – DESIGN, BID, AND CONSTRUCTION PHASE SERVICES
REPLACE PASSENGER BOARDING BRIDGES PROJECT – VPS**

SECTION F: SUBCONSULTANT SERVICES

AVCON shall employ the services of qualified firms to conduct professional surveying, architectural, mechanical, and electrical design, and RPR work as required to provide assurance that constructed improvements comply with contract requirements.

SECTION G: ASSUMPTIONS

1. The team is currently unaware of any existing asbestos, hazardous or toxic substances, located near the work at any of the referenced locations. The team has not included any fees associated with any abatement, detection, testing, design service or the like. Airport agrees to hold the team harmless to the extent permitted by law for all claims, liabilities, and expenses (including reasonable attorneys' fees and expenses) related to any hazardous or toxic substances at the site.
2. Load studies of existing equipment is not included in this Scope of Work as it is assumed existing nearby electrical rooms have electrical panels with adequate spare capacity to support new electrical circuits for new or upsized feeders for PBB, 400Hz, and PCA units.
3. Underground utility investigation is not included in this Scope of Work. With foundations being reused, we do not foresee any underground investigation needs being necessary. The team will evaluate any as-built utility information provided by the airport.
4. Electrical ground service equipment (eGSE) charging systems is not included in this Scope of Work.
5. Fire suppression, deluge or fire hydrant systems are not included in this Scope of Work.
6. No new design geotechnical data will be collected in this Scope of Work. Existing geotechnical data from previous projects will be utilized for the foundation evaluations and tie-down design.
7. Ramp lighting is not included in this Scope of Work.
8. Fuel-Hydrants are not included in this Scope of Work.
9. New in-pavement grounding systems is not included in this Scope of Work. The PBB design assumes the aircraft will be grounded to the PBB foundation.
10. Analysis of passenger flows, egress stairs and exits – including emergency flows is not included in this Scope of Work.
11. Existing technology and features on the existing PBBs being replaced (including fire alarm, telephone, security card-readers, door alarms, video surveillance, and similar technology) will be designed to interface with the new PBB in a similar configuration. The team assumes that the existing infrastructure can handle tie-in from any new components, and design details will include routing appropriate cabling to electrical rooms, communication rooms or the like.
12. Electrical metering, monitoring, fault-current analysis, and arc-flash studies are not included in this Scope of Work.
13. Modification to any existing gate equipment outside those specified herein is not included in this Scope of Work.
14. Pavement loading capabilities of concrete, asphalt, manholes, fuel pits, utility vaults, covers, etc. located on the ramp within the AOA will not be analyzed for their ability to withstand maximum aircraft weights. It will be assumed that these items are "aircraft load rated".
15. All escort services will be provided by the Airport.

END OF SCOPE

Replace Passenger Boarding Bridges Project
Des(In-Fort Walton Beach Airport (VPS)

Position:	SENIOR PROJECT MANAGER		PROFESSIONAL ENGINEER		SENIOR CAD DESIGNER		TOTAL	
	\$205		\$175		\$85			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Section B: Pre-Design Activities								
1. Coordinate with Oklawaha County Airports Department	4	\$820	0	\$0	0	\$0	4	\$820
2. Provide Design Subconsultant Management	16	\$3,280	0	\$0	0	\$0	16	\$3,280
3. Perform Survey	2	\$410	0	\$0	0	\$0	2	\$410
4. Participate in PBB Options Meeting	6	\$1,230	4	\$700	0	\$0	10	\$1,930
5. Prepare Documentation of Existing Conditions	2	\$410	0	\$0	0	\$0	2	\$410
6. Prepare Gate Modeling	14	\$2,870	24	\$4,200	0	\$0	38	\$7,070
7. Coordinate Final Gate Modeling with Airport	4	\$820	0	\$0	0	\$0	4	\$820
Sub-Total Task B: Pre-Design Activities	48	\$9,840	28	\$4,900	0	\$0	76	\$14,740
Section C: Design Phase Services								
1. Prepare apron marking plan design drawings	10	\$3,260	60	\$10,500	0	\$0	70	\$13,760
2. Prepare operational construction phasing plan for apron marking plan	12	\$2,460	8	\$1,400	4	\$380	24	\$4,240
3. Provide quantity takeoff for apron marking plan	4	\$820	8	\$1,400	0	\$0	12	\$2,220
4. Prepare PBB performance specification	4	\$820	0	\$0	0	\$0	4	\$820
5. Prepare design for 400 Hz implementation	6	\$1,230	0	\$0	0	\$0	6	\$1,230
6. Prepare design for PD air implementation	6	\$1,230	0	\$0	0	\$0	6	\$1,230
7. Provide PBB foundation evaluation	2	\$410	18	\$2,820	0	\$0	20	\$3,230
8. Provide PBB tie-down design and details	2	\$410	12	\$2,100	4	\$360	18	\$2,890
9. Prepare electrical feeder replacement design	4	\$820	0	\$0	0	\$0	4	\$820
10. Develop 95% PBB replacement design drawings	16	\$3,280	8	\$1,400	0	\$0	24	\$4,680
11. Prepare 55% operational construction phasing plan for PBB replacements	14	\$2,870	10	\$1,750	14	\$1,130	38	\$5,750
12. Perform CAAC review of 95% design drawings	8	\$1,640	0	\$0	0	\$0	8	\$1,640
13. Conduct 95% design review meeting with Airport	4	\$820	4	\$700	0	\$0	8	\$1,520
14. Develop Construction Safety and Phasing Plan (CSPP)	2	\$410	16	\$2,800	4	\$380	22	\$3,590
15. Prepare On-Airport FAA Airspace Study	4	\$820	0	\$0	4	\$380	8	\$1,200
16. Prepare 95% technical specifications	2	\$410	8	\$1,400	0	\$0	10	\$1,810
17. Identify pay items and prepare bid form/schedule	4	\$820	0	\$0	0	\$0	4	\$820
18. Prepare options of probable construction cost	4	\$820	0	\$0	0	\$0	4	\$820
19. Prepare and submit bidding documents to Airport	8	\$1,640	0	\$0	2	\$190	10	\$1,830
20. Prepare and submit bidding plan review to the County Growth Management Department	12	\$2,460	0	\$0	4	\$360	16	\$2,840
21. Review and prepare responses to County Growth Management Comments	12	\$2,460	0	\$0	4	\$360	16	\$2,840
Sub-Total Task C: Design Phase Services	146	\$29,810	160	\$28,250	40	\$3,800	336	\$68,890
Section D: Bidding and Award Services								
1. Attend Pre-Bid Conference and prepare minutes	6	\$1,230	0	\$0	0	\$0	6	\$1,230
2. Prepare responses to plan holder questions	8	\$1,640	4	\$700	0	\$0	12	\$2,340
3. Prepare and distribute addenda	8	\$1,640	0	\$0	4	\$360	12	\$1,610
4. Prepare Bid Tabulation and Recommendation of Award	4	\$820	4	\$700	0	\$0	8	\$1,520
Section D: Bidding and Award Services	24	\$4,920	10	\$1,700	4	\$360	38	\$7,000
Section E: Construction Administration Services								
1. Prepare Contract Documents	6	\$1,230	0	\$0	4	\$360	6	\$1,610
2. Coordinate with Airport and contractor during apron marking work	8	\$1,640	0	\$0	0	\$0	8	\$1,640
3. Coordinate with surveyor during apron marking work	8	\$1,640	0	\$0	0	\$0	8	\$1,640
4. Coordinate with Airport and contractor during PBB replacement construction	42	\$8,510	8	\$1,400	0	\$0	50	\$10,210
5. Provide construction phase subconsultant management	24	\$4,920	0	\$0	0	\$0	24	\$4,920
6. Participate in Pre-Construction Conference, prepare minutes	8	\$1,640	4	\$700	0	\$0	12	\$2,340
7. Participate in on-site visits to review work	32	\$6,560	0	\$0	0	\$0	32	\$6,560
8. Participate in update meetings	32	\$6,560	0	\$0	0	\$0	32	\$6,560
9. Review Contractor Shop Drawings	6	\$1,230	2	\$360	0	\$0	8	\$1,590
10. Review and Approve Contractor Pay Applications	24	\$4,920	0	\$0	0	\$0	24	\$4,920
11. Coordinate RFIs with Contractor	16	\$3,280	4	\$700	4	\$360	20	\$4,360
12. Participate in Substantial Completion Inspection	8	\$1,640	0	\$0	0	\$0	8	\$1,640
13. Administer Punch-List	8	\$1,640	0	\$0	0	\$0	8	\$1,640
14. Participate in Final Completion Walk-Thru	6	\$1,230	0	\$0	0	\$0	6	\$1,230
15. Prepare and Coordinate Final Change Order	4	\$820	0	\$0	0	\$0	4	\$820
16. Prepare and Provide Record Drawings/Close-Out Documents	12	\$2,460	8	\$1,400	4	\$360	20	\$4,240
Section E: Construction Administration Services	244	\$50,020	34	\$6,800	12	\$1,140	278	\$57,110

AVCON Fees	
Section B: Pre-Design Activities	\$16,740.00 LS
Section C: Design Phase Services	\$59,990.00 LS
Section D: Bidding and Award Services	\$7,050.00 ITE
Section E: Construction Administration Services	\$59,110.00 ITE
Sub-Total - AVCON fees:	\$138,885.00 LS

Senior Project Manager: Jeton Coffin, P.E.

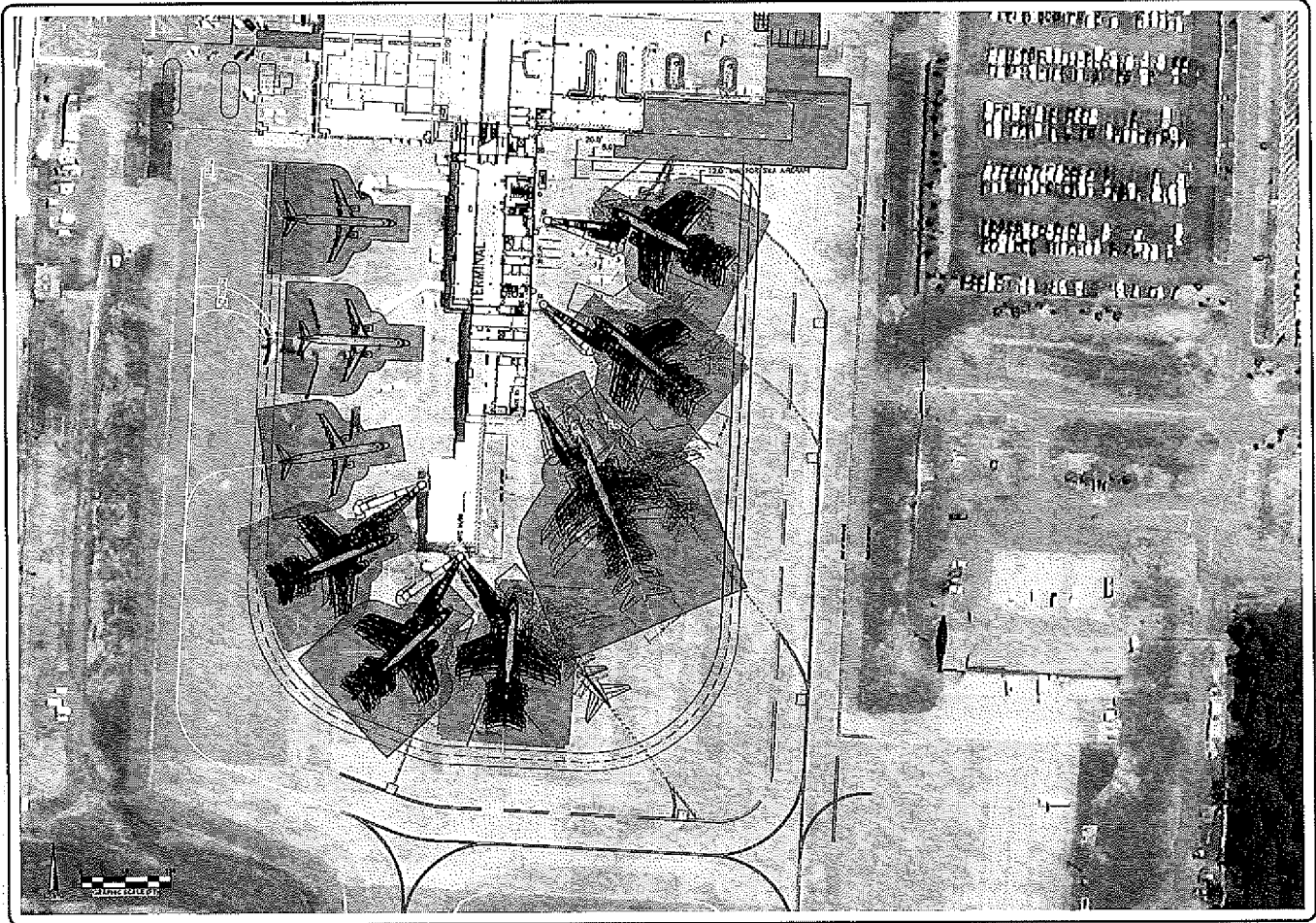
Professional Engineer: Abyss Hittman, P.E./Cahin Palmer, P.E./Ben Hittman, P.E.

Senior CAD Designer: Michael King

Subconsultant Fees	
AERO Systems (Design Phase Services)	\$ 50,750.00 ITE
AERO Systems (Bid Phase Services)	\$ 7,568.00 ITE
AERO Systems (Construction Administration Services)	\$ 16,000.00 ITE
AERO Systems (Expenses)	\$ 7,000.00 NTE
NLM - Martin Architects, Inc. (Architectural design/MDCA for terminal/PBB/interior)	\$ 32,840.24 NTE
NLM - Martin Architects, Inc. (Expenses)	\$ 6,597.46 NTE
JSM & Associates (Design Phase Support Services)	\$ 13,008.00 ITE
JSM & Associates (RFR Services and Commissioning)	\$ 81,540.00 ITE
NOVA (Material Acceptance Testing)	\$ 5,000.00 ITE
SAM Surveyors (Survey marking layout)	\$ 6,000.00 ITE
Sub-Total - Subconsultant fees:	\$ 238,415.70 ITE

Maximum Budget: \$ 377,267.70

EXHIBIT C



DESTIN - FORT WALTON
BEACH AIRPORT
TERMINAL GATE PLANNING

PERMANENT
GATE LAYOUT -
OPTION 2

EX. 2B

MAY 2022
DRAFT



PASSENGER BOARDING BRIDGE REPLACEMENT
DESTIN-FORT WALTON BEACH AIRPORT

Position	SENIOR PROJECT MANAGER		PROFESSIONAL ENGINEER		PROJECT ENGINEER		CADD TECHNICIAN		CLERICAL		TOTAL		
	\$216		\$185		\$165		\$116		\$68		Hours	Cost	
Rate (\$/hour)	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
DESIGN DEVELOPMENT													
a.	Perform Survey: Additional survey will be collected on the west side of the apron and the new Concourse C development so all gates can be modeled and confirm proper clearances will be provided for all gates.	2	\$432	4	\$740	32	\$5,280	12	\$1,392		\$0		\$7,844
b.	Infrastructure Survey: Inventory existing electrical and mechanical infrastructure for Gates B1 to B3 including the main electrical room. The airport wants to replace all electrical feeders back to the main electrical panel.	18	\$3,888	18	\$3,330	8	\$1,320		\$0		\$0		\$8,538
c.	Participate in PBB Options Meeting: Participants from AERO Systems will meet at the airport to provide an overview of the PBB options and other project buildout components available for new PBBs. Deckload made during this meeting will be used to prepare the performance specifications for the new PBBs.	12	\$2,592	12	\$2,220		\$0		\$0		\$0		\$4,812
d.	Prepare PBB, 400Hz, PCA, PWC specifications	12	\$2,592	10	\$1,850	68	\$11,220	24	\$2,784		\$0		\$18,446
e.	Develop 60% PBB, PCA, 400Hz, PWC Design Drawings												
f.	Develop 85% PBB, PCA, 400Hz, PWC Design Drawings	20	\$4,320	64	\$11,840	60	\$9,900	64	\$7,360		\$0		\$33,420
g.	Develop 100% PBB, PCA, 400Hz, PWC Design Drawings	8	\$1,728	24	\$4,440	24	\$3,960	24	\$2,784		\$0		\$12,912
h.	Review final striping layout	4	\$864	0	\$0	8	\$1,320	2	\$232		\$0		\$2,416
	Sub-Total:	74	\$16,912	130	\$24,060	220	\$36,300	128	\$14,496	0	\$0	0	\$80,768
PRE-BID SUPPORT													
a.	Prepare Release for Bid documents	4	\$864	4	\$740	8	\$1,320		\$0		\$0		\$3,924
b.	Attend pre-bid conference (virtually)	2	\$432	2	\$370	2	\$330		\$0		\$0		\$1,132
c.	Prepare responses to plan-holder questions	4	\$864	4	\$740	8	\$1,320		\$0		\$0		\$3,224
d.	Prepare agenda as needed	2	\$432	1	\$185		\$0		\$0		\$0		\$617
	Sub-Total:	12	\$2,592	11	\$2,035	18	\$2,970	0	\$0	0	\$0	0	\$7,597

PASSENGER BOARDING BRIDGE REPLACEMENT
DESTIN-FORT WALTON BEACH AIRPORT

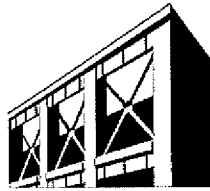
Position:	SENIOR PROJECT MANAGER		PROFESSIONAL ENGINEER		PROJECT ENGINEER		CADD TECHNICIAN		CLERICAL		TOTAL	
	\$216		\$186		\$155		\$115		\$50			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
WORKSHEET/REVISIONS												
a. Prepare release for construction documents	2	\$430	2	\$370	2	\$330	2	\$230		\$0		\$1,360
b. Attend pre-construction conference (virtually)	2	\$430	2	\$370		\$0		\$0		\$0		\$800
c. Participate in on-site visits to review work (3 visits included)		\$0	8	\$1,480	24	\$3,960		\$0		\$0		\$5,440
d. Participate in construction coordination meetings (virtually)	10	\$2,150	10	\$1,850		\$0		\$0		\$0		\$4,000
e. Review shop drawings	2	\$430	2	\$370	4	\$660		\$0		\$0		\$1,450
f. Coordinate RFIs from contractor	2	\$430	2	\$370	14	\$2,310		\$0		\$0		\$3,110
g. Participate in substantial completion inspection (part of item c.)		\$0	5	-		\$0		\$0		\$0		\$0
h. Prepare record drawings	2	\$430	2	\$370	4	\$660	4	\$460		\$0		\$1,920
		\$0	5	-		\$0		\$0		\$0		\$0
Sub-Total:	20	\$4,300	28	\$5,190	49	\$7,920	6	\$690	0	\$0	0	\$18,090
											Expenses (7 trips)	\$7,000
											TOTAL	\$123,425

Qualifications/Assumptions:

- ASE is currently unaware of any existing asbestos, hazardous or toxic substances, located near the work at any of the referenced locations. ASE has not included any fees associated with any abatement, detection, testing, design service or the like. Client agrees to hold ASE harmless to the extent permitted by law for all claims, liabilities, and expenses (including reasonable attorneys' fees and expenses) related to any hazardous or toxic substances at the site.
- If fees or other charges are subject to, or become subject to, sales or gross receipts taxes, we will bill any such applicable taxes, in addition to the fees or other charges proposed herein, and the client will be responsible for reimbursing ASE for same.
- Pavement loading capabilities of concrete, asphalt, manholes, fuel pits, utility vaults, covers, etc. located on the ramp within the AOA will not be analyzed for their ability to withstand maximum aircraft weights. It will be assumed that these items are "aircraft load rated".
- Existing technology and features on the existing PBBs being replaced (including fire alarm, telephone, security card-readers, door alarms, video surveillance, and similar technology) will be designed to interface with the new PBB in a similar configuration. ASE assumes that the existing infrastructure can handle tie-in from any new components associated with the new PBBs, and design details will include providing appropriate cabling to electrical rooms, control rooms or the like.

Exclusions:

- Load studies of existing equipment, as it is assumed existing nearby electrical rooms have electrical panels with adequate spare capacity to support new electrical circuits for new or upsized feeders for PBB, 400VAC, and PCA units.
- Structural foundations.
- Underground utility investigation. With foundations being raised, we do not foresee any underground investigation needs being necessary. If our assistance is needed on analyzing any utility as-built's, we can assist.
- Temporary aircraft parking or configurations.
- Aircraft Visual Docking Guidance Systems (A-VDGS)
- Electrical ground service equipment (GSE) charging systems
- Fire suppression, deluge or fire hydrant systems
- Aircraft or PBB tie-downs (wind mitigation)
- Runway, Taxiway and taxiway modifications
- Ramp lighting
- Fuel-Hydrants
- Analysis of passenger flow, egress stairs and exits - including emergency flows
- Architectural and Site-Civil
- Geotechnical
- Erosion Control Plans, CSPP, SWPPP, storm-water plans
- Electrical metering, monitoring, fault-current analysis, and arc-flash studies.
- REVIT/BIM services
- Modification to any existing gate equipment outside those specified herein.
- Part 77 and Line of sight shadow studies
- Badging



MLM-MARTIN
ARCHITECTS, INC.

EXHIBIT E

project fee proposal

Project: REPLACE PASSENGER BOARDING BRIDGES DESTIN-FORT WALTON BEACH AIRPORT (VPS)

Date: 8/11/2022 **File:** 22711-100-50-004

Client: AVCON, Inc. **Contact:** John Collins, PE

Project Address: 1701 FL-85,
Eglin AFB, FL 32542 **Mailing Address:** 320 Bayshore Drive, Suite A
Niceville, FL 32578

Phone: (850) 678-0050 **Fax:**

Email: jcollins@avconinc.com

Project Size: **Est. Budget:**

Services Provided		Fee
Code Evaluation:	Includes Life safety/Code Analysis Sheet	
	Review Documentation from Base Building and From Client Evaluate the same against: Florida Administrative Codes, Florida Building Code 7th Edition (2020); Florida Fire Prevention Code 7th Edition (2018 NFPA 1 and 2018 NFPA 101).	
Architectural Scope:	Architectural design support for the replacement of Passenger Boarding Bridges (PBB) located at gates B1, B2 and B3; as described herein.	
	Sub Total:	\$32840.24
	Itemized Reimbursable Expense:	\$6,597.46
	Total Proposed Fees	\$39,437.70

1.1 Summary of Scope:

Architectural design support for the replacement of Passenger Boarding Bridges (PBB) located at gates B1, B2 and B3 at the Destin Fort-Walton Beach Airport. MLM-Martin Architects, Inc. (MLM) will provide the client with General Lifesafety/Code Analysis Sheets with select details for repair to existing assemblies as need to facilitate connection of new PBB with appurtenances to existing building systems. Documentation will be provided for demolition or new construction as required to connect the new PBB to the existing exterior envelope. Architectural plans and ceiling plans will be provided for use by team.

MLM attend meetings regarding this assignment. Meetings may occur with the Client, Building Design Team, Contractor/Builder and or Owner; at all times the Client will be present.

Make a site visit as necessary for Design and Construction Phases. Gather existing record documents, Design Documents, Basis of Design or Selected Product or Technical Data for the Base-Building as necessary to evaluate impacts and or compliance with applicable codes and standards.

Review sections applicable from fore mentioned codes and standards of the project. Consult with AHJ if necessary. Prepare write up of Code analysis performed.

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Phone 407 897 6764, Fax 407 894 1338,
mamartin@mlm-martin.com www.mlm-martin.com License No. AA C002208

Construction Administration or Construction Phase Services are Included with limited scope of response to submittals, rfi and meetings regarding the architectural scope of work.

1.2 The Owner's Budget for the Project:

No budget has been shared with the consultant at the time of proposal.

1.3 The Owner's Schedule for the Project:

No schedule has been shared with the consultant at the time of proposal.

2.1 Gather Relevant Information:

The Consultant shall compile and review Project-related information, including the following:

1. Available data on existing facilities, land surveys, record documents, design documents and other Owner documents, including existing project material, design and facility standards-
2. Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
3. Relevant historical documents and archival materials; and
4. TASK 1 Preliminary Engineer's Report issued to the Airport.

The Consultant shall identify the constraints and opportunities that may impact the Project relating to compliance with Codes and Standards.

The architect shall facilitate meetings, as applicable, with project participants to:

1. review data obtained from information gathering activities;
2. consider and discuss design and planning issues, discovered.

2.2 Summarize the findings:

The Consultant shall compile the results of its findings and analyses concerning:

1. review of documents for compliance to Codes and Standards;
2. Itemized list of components of concern; and
3. provide options to resolve said components of concern.

The Consultant shall prepare a document detailing all items identified, incorporating written and graphic materials that may include:

1. an executive summary;
2. documentation of the methodology used to develop the report;
3. relevant facts upon which the report was based;
4. photo documentation of relevant existing site and building features;
5. conclusions derived from data analysis.

2.3 Final Design (95%) Phase:

The Consultant shall progress drawings and specifications based on advancement of the design from initial discovery phase of the project and owner approvals:

1. Specifications for repair of exterior wall systems at point of PBB connection;
2. Masonry, infill of masonry, miscellaneous concrete, steel fabrications, and painting as may be necessary for building system connections for PBB;
3. Preliminary Life Safety sheet with code analysis;
4. Floor plan of building areas showing locations of new PBB connections, electrical and other building system rooms; and
5. Details as needed for repairs.

2.4 Permit Document (100%) and Bidding Phase:

The Consultant shall compile documents as required to submit for bid by contractors and permit by AHJ from 95% approvals:

1. Documents will be prepared with digital signature and seal for permit process (PERMIT FEES ARE EXCLUDED);
2. The same documentation will be provided for contractor bids;
3. Respond with revisions as necessary to resolve any permit commentary; and
4. Respond with addenda as necessary to resolve inquiries by bidders.

2.5 Construction Phase Services

Services are based upon pre-approved rates as attached.

Although this proposal stipulates Lump Sum, MLM will keep record of hours expended during construction. In the event MLM reaches or exceeds 80% of the budgeted time and or contractual value for this phase; MLM will provide written notice along with projected date of exhaustion of resources. At that point to ensure proper attention and care can be provided to the program MLM and Client shall agree on course of action including but not limited to additional service agreements.

2.5.1 Definitions

A/E or Designer: MLM-Martin Architects, Inc.

GC or Contractor: TBD

RPR or Owner: Resident Project Representative assigned by County/Airport.

2.5.2 Pre-Construction Conference

The Designer shall attend the Pre-Construction Conference meetings conducted by the Owner prior to the start of construction activities.

2.5.3 Conformed Documents

At the Request of the Owner the Designer shall prepare, and distribute Contract Documents and Specifications, and Conformed Contract Documents and Specifications to the Owner, Contractor, and the Owner's Resident Project Representative (RPR). The documents are to reconcile Documents Issued to Bid, and Addenda or Minor Corrections Issued to the Authority Having Jurisdiction for Building Permit. **All document delivery is by digital means –reproduction will be at cost of service included with this proposal.**

2.5.4 Roles:

The Designer's role during the Construction Phase is to assist the Owner and RPR in the administration of the construction contract. Specific duties of the Designer (A/E) are further defined in the General Provisions, which are included by reference in the Agreement during the Construction Phase of the Project.

2.5.5 Coordination Meetings:

The Designer shall attend *virtually* the Owner's Job Coordination Meeting (JCM) or (OAC) meetings during the term of the construction contract. These meetings will be typically held at regular interval; the Designer shall attend as directed by the Owner.

2.5.6 RFI/ASI Issuance:

The Designer shall issue necessary clarifications and interpretations (RFI, ASI, or other document type) of the Contract Documents as appropriate, and when requested by the RPR, to allow the orderly completion of the Work. Such clarifications and interpretations will be consistent with the Intent of and reasonably inferable from the Contract Documents. *Within seven (7) working days after receipt, the Designer will respond to the Owner and RPR with a written response to GC RFI.*

2.5.7 Contract Modifications:

The Designer shall receive from the RPR all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum. *Within five (5) working days after receipt, the Designer will respond to the Owner and RPR with a written recommendation of approval, adjustment, or rejection for entitlement to such request.* If the Designer determines that anything less than full entitlement exists, the response shall include an explanation with specific references to the applicable sections of the Contract Documents and Drawings which support the finding of partial or no entitlement. The RPR, at the Owners request, shall prepare the Change Orders, Construction Change Directives and Minor Change in the Work and will make available to the Designer. When specifically requested by the Owner the

Designer shall prepare and distribute drawings and specifications to describe the changes in the Work and shall assist with the permitting of same. The time frame of preparation is dependent on scope of the modification and will be agreed upon prior to start of modifications of the same. *The Designer shall review and sign the Owner's executed Contract Modifications within five (5) working days unless specifically extended by the RPR.*

2.5.8 Submittals, Shop drawings and Samples:

The Designer shall review and take other appropriate action in respect of Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept for the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. *Within fourteen (14) working days after receipt, the Designer will respond to the Owner and RPR with a written response.*

2.5.9 Substitutions:

The Designer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, but subject to the provisions of the Contract Documents, and submit a written recommendation to the RPR.

2.5.10 Testing and Inspections:

The Designer may require special inspections or tests of the Work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. The Designer's review of such certificates will be for the purpose of determining that the results certified include compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. Tests requirements shall be included with project specifications and shall be the responsibility of the Contractor or RPR to perform. No testing will be performed by the designer. *The Designer shall be entitled to rely on the results of such tests.*

2.5.11 Initial Decisions:

The Designer shall render the initial decisions on all claims of the Owner and Contractor relating to the acceptability of the Work or the interpretations of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, the Designer shall be fair and not show partiality to the Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.12 Site Observation – Applications of Payment:

Based upon the Designer's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, the Designer shall review the RPR's recommended amounts for payments to the Contractor. Such review of the recommendations of payment and timely signature will constitute the Designer's representation to the Owner and RPR, based upon such observations and review, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled insofar as it is the Designer's responsibility to observe the Work. In the case of unit price Work, the Designer's recommendations of payment will include review of the RPR's determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.13 Schedule of Values

Assist the RPR with the review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the First Application for Payment.

2.5.14 Substantial Inspections

Following notice from the RPR that the Contractor considers the entire Work ready for its intended use, the Designer, Owner and RPR, accompanied by the Contractor, shall conduct an inspection to determine

if the Work is substantially complete. If, after considering any objections of the Owner, Contractor and RPR, the Designer considers the Work substantially complete, the Designer shall recommend the issuance of a Certificate of Substantial Completion to the Owner by the RPR. **Substantial Reviews shall occur for each phase/PBB Installation.**

2.5.15 Final Inspection

The Owner, RPR and Designer shall conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that the Designer may recommend, in writing, final payment to the Contractor.

2.5.16 Project Close-Out:

The Designer will prepare the Record Documents based upon the As-Built Drawings and Documents received from the RPR. The RPR will have reviewed and accepted the Contractor's As-Built Drawings and Documents when in their opinion they meet the intent of the Contract Documents and field observations. The Designer will prepare a complete set of Record Drawings representing, to the best of their knowledge, the as-built conditions of the Work based on the AS BUILT redlined drawings prepared by the General Contractor. The Designer will review all Close-out Documents and Manuals for conformance with the Contract Documents.

3.1 Consultant's Additional Services

The Consultant may provide Additional Services after execution of this proposal without invalidating the proposal. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation and an appropriate adjustment in the Consultant's schedule.

Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the Client's written authorization.

Additional Services may be necessitated by circumstances such as:

1. a change in the Initial Information;
2. changes in previous instructions or approvals given by the Client; or
3. a material change in the Project including size, quality, complexity, or the Client's schedule or budget.

Services are based upon pre-approved allowance budget as indicated above. The Consultant shall keep record of hours expended during services provided. In the event the Consultant reaches or exceeds 80% of the budgeted value of this proposal; the Consultant shall provide written notice along with projected date of exhaustion of resources. At that point to ensure proper attention and care can be provided to the project the Consultant and Client shall agree on course of action including but not limited to additional service agreements.

4.1 Client's Responsibilities:

Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Client or the Client's other consultants.

The Client shall provide the Consultant data and information necessary to complete the Services, such as budget, schedule, base building design and specifications, environmental criteria, and other design criteria imposed by owner and or base building design team.

The Client shall identify a representative authorized to act on the Client's behalf to participate in the information gathering process, to facilitate the review process, and to provide, in a timely manner, decisions made by the Owner.

The Client shall provide access to the property, buildings, and personnel including base building design team as necessary for the Consultant to complete the Codes and Standards Review Services.

5.1 Compensation:

5.1.1 Lump Sum. This proposal has a lump sum amount of thirty-two thousand eight hundred forty dollars and twenty-four cents [\$32,840.24], and in no event shall the Consultant be entitled to recover more than the LS Amount unless the Client has authorized the Consultant to exceed the LS Amount in advance through a duly

EXHIBIT E

agreed upon Additional Services Agreement. Professional Service Invoices will be issued upon completion of Milestones of the following Lump Sum Amounts:

Preliminary Design:	\$ 1,492.48
Final Design (95%):	\$ 9,753.80
Permit and Bid (100%):	\$ 3,675.82
Construction Phase Services:	\$ 15,186.62
Record Documents:	\$ 2,731.52

Rates: of roles assigned to the Project:

Principal Project Manager	\$195.82/Hr.
Project Architect	\$118.64/Hr.
Revit Production	\$ 98.10/Hr.
Construction Administrator	\$112.16/Hr.
Document Control/Clerical	\$ 88.99/Hr.

5.1.2 Reimbursable Expenses This proposal has a not to exceed reimbursable amount of six thousand five hundred ninety-seven dollars and forty-six cents [\$6,597.46], and in no event shall the Consultant be entitled to recover more than this Amount unless the Client has authorized the Consultant to exceed the Amount in advance through a duly agreed upon Additional Services Agreement. Professional Service Invoices will be issued upon completion of Milestones of the following Not to Exceed Amounts:

Preliminary Design:	\$ 1,147.55
Final Design (95%):	\$ 17.55
Permit and Bid (100%):	\$ 347.14
Construction Phase Services:	\$ 4,867.14
Record Documents:	\$ 218.08

Rates: of additional expenses not outlined above or included in exhibit for basis of additional compensation:

Travel Expense;	\$ 1,130.00/trip
Printing of Documents;	\$ 0.99/sheet large format
	\$ 0.65/sheet half-size
	\$ 0.30/page reprographics
Courier or Shipping Costs.	\$ 111.00/shipment

6.1 Disclaimer of Work by Others:

The Consultant is not responsible for the projects Construction Managers or General Contractors Coordination of the project, and means, methods techniques, sequences and procedures. The Consultant is not in charge or control of the Construction. The Consultant is not responsible for site or project safety programs or procedures. The above are the sole responsibility and under direct control of the Construction Manager or General Contractor in the execution of the work/project. The Consultant is not responsible for the Construction Manager or Contractor's Schedules or failure to carry out the work. The Consultant does not have control over or charge of acts or omissions of the Construction Manager, Contractor, subcontractors, agents or employees or any other person performing portion of the work.

6.2 Delivery:

Delivery of Project Documents BY MLM-Martin Architects, Inc. shall be in digital format either by physical media transfer (USB Deliverables are a Reimbursable Expense) or via ftp or similar system. **Except Printed Permit Sets as identified above.**

6.3 Specific Exclusions:

1. Civil Engineering.
2. Mechanical, Electrical, Plumbing, Structural, Fire Protection and Associated Engineering.
3. Soil Testing of existing site.
4. Permit Fees, Permit Deposits, PERMIT REVIEW FEES, Impact fees, and the like. – the Consultant shall inquire with permitting authorities for schedule of fees to be included with program to assist in Client's Budget.
5. Site surveys.
6. Itemized Cost Estimating & Construction Scheduling Services.
7. Demolition testing or assessment.
8. Asbestos, lead, and or other hazardous materials assessment.
9. LifeCycle Cost Assessment and/or analysis.
10. LEED Certification or other Sustainable Certification Effort/Reporting. This can be provided as additional Service.

6.4 Miscellaneous Provisions:

This Proposal represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by written instrument signed by both the Client and Consultant.

The invalidity of any provision of the Proposal shall not invalidate the Proposal or its remaining provisions. If it is determined that any provision of the Proposal violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Proposal shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Proposal.

6.5 Claims and Disputes

The Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Proposal. A request for mediation shall be made in writing, delivered to the other party to this Proposal, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

This Proposal shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

The Client and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Proposal, whether in contract, tort, or otherwise, within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Client and Consultant waive all claims and causes of action not commenced in accordance with this Section.

Any claim, dispute or other matter in question arising out of or related to this Proposal shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

EXHIBIT E

The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

This Proposal is entered into as Agreement and duly authorized as of the _____ Day of _____, 2022

Sincerely,

Signature:

Consultant: Miguel A. Martín, RA, AIA, NCARB
Principal Project Manager, Vice President, COO
MLM-Martin Architects, Inc.

Signature:

Owner: (Printed)
Title: _____
Company: _____

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-1
SUMMARY OF TOTAL CONTRACT VALUE

EXHIBIT E

Phase of Project:	Preliminary Design	Schematic 30%	Development 60%	Const. Docs. 95%	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$1,492.48	\$0.00	\$0.00	\$9,753.80	\$3,675.82	\$14,922.10	\$15,186.62	\$2,731.52	\$32,840.24
2.0 Not to Exceed Reimbursable Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.0 Not to Exceed Reimbursable Expenses:	\$1,147.55	\$0.00	\$0.00	\$17.55	\$347.14	\$1,512.24	\$4,967.14	\$218.08	\$6,597.46
4.0 TOTAL CONTRACT VALUE:	\$2,640	\$0	\$0	\$9,771	\$4,023	\$16,434	\$20,054	\$2,950	\$39,437.70

Total Lump Sum Labor Hours:	8	0	0	84	29	121	122	22	265
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS:	8	0	0	84	29	121	122	22	265
Average Hourly Rate:	\$330	\$0	\$0	\$116	\$139	\$136	\$164	\$134	\$149

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
 TABLE C-2
 SUMMARY OF LUMP SUM FEES

EXHIBIT E

Phase of Project	Preliminary Design		Schematic (30%)		Development (60%)		Const. Docs. (85%)		Bidding & Award		Const. Admin.		Record Documents		TOTAL		
	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate
MLM-Martin Architects, Inc.																	
Lump Sum Fee Subtotal	8	\$ 1,492.48	0	\$ -	0	\$ -	84	\$ 9,753.80	29	\$ 3,675.82	122	\$ 15,186.62	22	\$ 2,731.52	265	\$ 32,840.24	\$124
Subconsultant No. 1																	
Lump Sum Fee Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Subconsultant No. 2																	
Lump Sum Fee Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Subconsultant No. 3																	
Lump Sum Fee Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Subconsultant No. 4																	
Lump Sum Fee Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Subconsultant No. 5																	
Lump Sum Fee Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Total Lump Sum Amount:	8	\$ 1,492.48	0	\$ -	0	\$ -	84	\$ 9,753.80	29	\$ 3,675.82	122	\$ 15,186.62	22	\$ 2,731.52	265	\$ 32,840.24	\$124

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
 TABLE C-3
 BREAKDOWN OF LUMP SUM FEES

Position:	Project Manager		Project Architect		Construction Administrator		CAD/Revit I		TOTAL		
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):	\$186.66		\$118.64		\$122.16		\$98.10				
Preliminary Design:											
Review of Record Drawings & Documents	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Verification of Existing Conditions	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Other Activities (List)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Kick-off / Site Verification	8	\$1,492	0	\$0	0	\$0	0	\$0	8	\$1,492	\$187
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sub-Total Preliminary Design	8	\$1,492	0	\$0	0	\$0	0	\$0	8	\$1,492	\$187
Construction Documents (95%)											
Complete Drawings	0	\$0	10	\$1,186	0	\$0	50	\$4,905	60	\$6,091	\$102
Complete Specifications	0	\$0	12	\$1,424	0	\$0	0	\$0	12	\$1,424	\$119
Complete Construction Documents	12	\$2,239	0	\$0	0	\$0	0	\$0	12	\$2,239	\$187
Update/Reconcile Opinion of Probable Const. Cost	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Other Activities (List)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sub-Total Construction Documents (95%)	12	\$2,239	22	\$2,610	0	\$0	50	\$4,905	84	\$9,754	\$116
Bidding and Award											
Resolve 95% Comments on Drawings/ Specs/Documents	4	\$746	6	\$712	0	\$0	15	\$1,472	25	\$2,930	\$117
Attend/Minute Pre-Bid Meeting Virtual	2	\$373	0	\$0	0	\$0	0	\$0	2	\$373	\$187
Prepare Bid Tabulation/Recommendation Virtual	2	\$373	0	\$0	0	\$0	0	\$0	2	\$373	\$187
Other Activities (List)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sub-Total Bidding and Award	8	\$1,492	6	\$712	0	\$0	15	\$1,472	29	\$3,676	\$127
Construction Administration											
Attend Pre-Construction Conference	4	\$746	0	\$0	0	\$0	0	\$0	4	\$746	\$187
Attend JCMs/OACs Virtually as Needed	0	\$0	0	\$0	12	\$1,466	0	\$0	12	\$1,466	\$122
Site Visit as Needed	0	\$0	0	\$0	8	\$977	0	\$0	8	\$977	\$122
Review Contractor's Submittals	0	\$0	0	\$0	32	\$3,909	0	\$0	32	\$3,909	\$122
Substantial Completion Inspection B1	0	\$0	0	\$0	8	\$977	0	\$0	8	\$977	\$122
Substantial Completion Inspection B2	0	\$0	0	\$0	8	\$977	0	\$0	8	\$977	\$122
Substantial Completion Inspection B3	0	\$0	0	\$0	8	\$977	0	\$0	8	\$977	\$122
Prepare Drawing Revisions as necessary	6	\$1,119	0	\$0	0	\$0	15	\$1,472	21	\$2,591	\$123
Other Activities (List)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Response to RFI	0	\$0	0	\$0	21	\$2,565	0	\$0	21	\$2,565	\$122
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sub-Total Construction Administration	10	\$1,856	0	\$0	97	\$11,850	15	\$1,472	122	\$15,187	\$124
Closeout											
Prepare Record Drawings/Documents	4	\$746	6	\$712	4	\$489	8	\$785	22	\$2,732	\$124
Other Activities (List)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sub-Total Closeout	4	\$746	6	\$712	4	\$489	8	\$785	22	\$2,732	\$124
TOTAL LUMP SUM FEE:	42	\$7,835	34	\$4,034	101	\$12,338	88	\$8,633	265	\$32,840	\$124

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-6
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES

EXHIBIT E

REIMBURSABLE EXPENSES

Category	Reproduction	Size/Type	Material	Amount/ Sheets	No. Sets	Cost per Item	Total Cost
Preliminary Design							
Printing Drawings	Full Size	Bond	27	0	\$ 0.99	\$ -	17.55
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ -	-
Docs or Specs	Letter		126	0	\$ 0.30	\$ -	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Preliminary Design							
\$ 1,147.65							
Schematic Design							
Printing Drawings	Full Size	Bond	27	0	\$ 0.99	\$ -	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ -	-
Docs or Specs	Letter		126	0	\$ 0.30	\$ -	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Schematic Design							
\$ 1,147.65							
Design Development							
Printing Drawings	Full Size	Bond	27	0	\$ 0.99	\$ -	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ -	-
Docs or Specs	Letter		126	0	\$ 0.30	\$ -	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Design Development							
\$ 1,147.65							
Construction Documents							
Printing Drawings	Full Size	Bond	27	0	\$ 0.99	\$ -	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ -	-
Docs or Specs	Letter		126	0	\$ 0.30	\$ -	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Construction Documents							
\$ 1,147.65							
Bidding & Award Services							
Printing Drawings	Full Size	Bond	27	0	\$ 0.99	\$ 60.19	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ 17.55	-
Executed Contract	Letter				\$ 0.30	\$ -	-
Documents/ Printing					\$ 113.40	\$ -	-
Docs or Specs	Letter		126	3	\$ 0.30	\$ 111.00	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Bidding & Award Services							
\$ 1,738.41							
Permitting Authority							
Estimated Permit Deposit Cost							
Estimated Construction Cost							
	Windows		reduction	1/4 thereafter	Extended	Total Fee	Total Cost
\$ 1,501	\$ 1,000	\$ 7,200.00	\$ 2.00		\$ -	\$ 35.00	
\$ 15,001	\$ 50,000	\$ 15,000.00	\$ 4.00		\$ -	\$ 75.00	
\$ 50,001	\$ 100,000	\$ 50,000.00	\$ 3.00		\$ -	\$ 215.00	
\$ 100,001	\$ 500,000	\$ 100,000.00	\$ 2.00		\$ -	\$ 365.00	
\$ 500,001	\$ 999,999,999	\$ 500,000.00	\$ 1.25		\$ -	\$ 1,195.00	
\$ 1,000,000.00		\$ 999,999.999	\$ -		\$ -	\$ -	
Total Est. Permit Fee							
Deposit: 25%							
Estimated Permit Deposit Cost: \$ 347.14							
Subtotal Bidding & Award Services							
\$ 1,738.41							
Construction Phase Services							
Printing Drawings	Full Size	Bond	27	3	\$ 0.99	\$ 60.19	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ 17.55	-
Executed Contract	Letter				\$ 0.30	\$ -	-
Documents/ Printing					\$ 113.40	\$ -	-
Docs or Specs	Letter		126	3	\$ 0.30	\$ 111.00	-
Curios/Delivery					\$ 111.00	\$ -	-
USB Deliverables					\$ 25.00	\$ -	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					4	\$ 1,130.00	\$ 4,520.00
Subtotal Construction Phase Services							
\$ 4,877.14							
Post Construction Classes							
Printing Drawings	Full Size	Bond	27	1	\$ 0.99	\$ 26.73	-
Printing Drawings	Half Size	Bond	27	1	\$ 0.65	\$ 17.55	-
Docs or Specs	Letter		126	1	\$ 0.30	\$ 37.90	-
Curios/Delivery					\$ 111.00	\$ 111.00	-
USB Deliverables					\$ 25.00	\$ 25.00	-
Travel		No.			Cost per Item	Cost per Trip	Total Cost
Hotel	# Nights	2			\$ 160.00		
Flight					\$ 650.00		
Meals					\$ 80.00		
Rental Car					\$ 40.00		
Driven Miles	# Miles	0			\$ 0.625		
Number of Onsite Visits					0	\$ 1,130.00	\$ 1,130.00
Subtotal Post Construction Classes							
\$ 218.68							
Grand Total Not to Exceed							
\$ 12,976.73							

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-8
LIST OF ANTICIPATED DRAWINGS SHEETS

EXHIBIT E

DRAWING DESCRIPTION	NO. OF SHEETS								
MLM-Martin Architects, Inc.									
	G000 - COVER								
	G001 - INDX								
	G100 - SITE/LOGISTICS								
	AL001 - LS CODE								
	AL101 - LIFE SAFETY PLAN								
	AL801 - UL								
	AL802 - UL								
	AD101 - Demo Plan 1								
	AD102 - Demo Plan 2								
	AD301 - Demo Ceiling 1								
	AD302 - Demo Ceiling 2								
	AD401 - Demo Roof								
	AD501 - Demo Elevations								
	AD502 - Demo Elevations								
	AD801 - Exst Cond								
	AD802 - Exst Cond								
	AD803 - Exst Cond								
	A101 - Plans								
	A102 - Plans								
	A301 - Ceiling								
	A302 - Ceiling								
	A401 - Roof								
	A501 - Elevations								
	A502 - Elevations								
	A801 - DETL								
	A802 - DETL								
	A803 - DETL								
TOTAL:									27

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

EXHIBIT E

TABLE C-8B

LIST OF ANTICIPATED SPECIFICATIONS

SPECIFICATION DESCRIPTION	NO. OF SECTIONS						
MLM-Martin Architects, Inc.							
	001000 - SEAL PAGE						
	013323 - Shopdrawings Etc.						
	017329 - Cutting and Patching						
	024100 - Selective Demolition						
	033000 - Cast-In Place Conc/						
	040500 - Masonry Grouting						
	042200 - Concrete Unit Masonry						
	055500 - Metal Fabrications						
	061000 - Rough Carpentry						
	072100 - Thermal Insulation						
	073011 - Waterproofing						
	074243 - Composite Wall Panel						
	078413 - Firestop						
	079200 - Joint Sealants						
	081113 - Hollow Metal Doors and Frames						
	083113 - Access Doors						
	088000 - Glass Glazing						
	092116 - Gypsum Wall Board Assemblies						
	092000 - Interior Ceilings						
	093000 - Interior Flooring						
	099000 - Painting						
TOTAL SECTION COUNT:							21
AVERAGE 6 PAGE PER SECTION -- TOTAL:							126

Replace Passenger Boarding Bridges Project
Des(In-Fort Walton Beach Airport (VPS)

Position	SENIOR PROJECT MANAGER \$205		PROFESSIONAL ENGINEER \$175		SENIOR CAD DESIGNER \$95		TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Section B: Pre-Design Activities								
1. Coordinate with Okaloosa County Airports Department	4	\$820	0	\$0	0	\$0	4	\$820
2. Provide Design Subcontract Management	16	\$3,260	0	\$0	0	\$0	16	\$3,260
3. Perform Survey	2	\$410	0	\$0	0	\$0	2	\$410
4. Participate in PBB Options Meeting	6	\$1,230	4	\$700	0	\$0	10	\$1,930
5. Prepare Documentation of Existing Conditions	2	\$410	0	\$0	0	\$0	2	\$410
6. Finalize Gate Modeling	14	\$2,870	24	\$4,200	0	\$0	38	\$7,070
7. Coordinate Final Gate Modeling with Airport	4	\$820	0	\$0	0	\$0	4	\$820
Sub-Total Task B: Pre-Design Activities	48	\$9,840	28	\$4,900	0	\$0	76	\$14,740
Section C: Design Phase Services								
1. Prepare apron marking plan design drawings	15	\$3,250	50	\$10,500	0	\$0	75	\$13,750
2. Prepare operational construction phasing plan for apron marking plan	12	\$2,450	8	\$1,400	4	\$360	24	\$4,240
3. Provide quantity takeoffs for apron marking plan	4	\$820	0	\$1,400	0	\$0	12	\$2,220
4. Prepare PBB performance specification	4	\$820	0	\$0	0	\$0	4	\$820
5. Prepare design for 400 Hz implementation	5	\$1,230	0	\$0	0	\$0	5	\$1,230
6. Prepare design for PC air implementation	6	\$1,230	0	\$0	0	\$0	6	\$1,230
7. Provide PBB foundation evaluation	2	\$410	16	\$2,800	0	\$0	18	\$3,210
8. Provide PBB tie-down design and drawings	2	\$410	12	\$2,100	4	\$380	18	\$2,890
9. Prepare electrical feeder replacement design	4	\$820	0	\$0	0	\$0	4	\$820
10. Develop 85% PBB replacement design drawings	16	\$3,260	8	\$1,400	0	\$0	24	\$4,660
11. Prepare 60% operational construction phasing plan for PBB replacements	14	\$2,870	10	\$1,750	14	\$1,330	38	\$5,950
12. Perform OACD review of 25% design drawings	8	\$1,640	0	\$0	0	\$0	8	\$1,640
13. Conduct 85% design review meeting with Airport	4	\$820	4	\$700	0	\$0	8	\$1,520
14. Develop Construction Safety and Phasing Plan (CSPP)	2	\$410	16	\$2,800	4	\$360	22	\$3,570
15. Develop On-Airport FAA Access Study	4	\$820	0	\$0	4	\$360	8	\$1,200
16. Prepare 95% technical specifications	2	\$410	8	\$1,400	0	\$0	10	\$1,810
17. Identify pay items and prepare bid item schedule	4	\$820	0	\$0	0	\$0	4	\$820
18. Prepare opinion of probable construction cost	4	\$820	0	\$0	0	\$0	4	\$820
19. Prepare and submit bidding documents to Airport	8	\$1,640	0	\$0	2	\$190	10	\$1,830
20. Prepare and submit building plan review to the County Growth Management Department	12	\$2,450	0	\$0	4	\$360	16	\$2,840
21. Review and prepare responses to County Growth Management Comments	12	\$2,450	0	\$0	4	\$360	16	\$2,840
Sub-Total Task C: Design Phase Services	140	\$29,530	156	\$26,250	40	\$3,890	336	\$59,670
Section D: Bidding and Award Services								
1. Attend Pre-Bid Conference and prepare minutes	6	\$1,230	2	\$350	0	\$0	8	\$1,580
2. Prepare responses to plan holder questions	8	\$1,640	4	\$700	0	\$0	12	\$2,340
3. Prepare and distribute addenda	0	\$1,230	0	\$0	4	\$360	10	\$1,610
4. Prepare Bid Tabulation and Recommendation of Award	4	\$820	4	\$700	0	\$0	8	\$1,520
Section D: Bidding and Award Services	24	\$4,920	10	\$1,750	4	\$360	38	\$7,030
Section E: Construction Administration Services								
1. Prepare Conformal Documents	6	\$1,230	0	\$0	4	\$360	10	\$1,610
2. Coordinate with Airport and contractor during apron marking work	8	\$1,640	8	\$1,400	0	\$0	16	\$3,040
3. Coordinate with surveyor during apron marking work	8	\$1,640	0	\$0	0	\$0	8	\$1,640
4. Coordinate with Airport and contractor during PBB replacement construction	42	\$8,510	8	\$1,400	0	\$0	50	\$10,010
5. Provide construction phase subcontract management	24	\$4,920	0	\$0	0	\$0	24	\$4,920
6. Participate in Pre-Construction Conference; prepare minutes	6	\$1,230	4	\$700	0	\$0	10	\$1,930
7. Participate in onsite visits to review work	32	\$6,560	0	\$0	0	\$0	32	\$6,560
8. Participate in update meetings	32	\$6,560	0	\$0	0	\$0	32	\$6,560
9. Review Contractor Shop Drawings	8	\$1,640	2	\$350	0	\$0	10	\$1,990
10. Review and Approve Contractor Pay Applications	24	\$4,920	0	\$0	0	\$0	24	\$4,920
11. Coordinate RFIs with Contractor	10	\$2,080	4	\$700	4	\$360	18	\$3,140
12. Participate in Substantial Completion Inspection	8	\$1,640	0	\$0	0	\$0	8	\$1,640
13. Administer Punch-List	6	\$1,230	0	\$0	0	\$0	6	\$1,230
14. Participate in Final Completion Walk-Through	6	\$1,230	0	\$0	0	\$0	6	\$1,230
15. Prepare and Coordinate Final Change Order	4	\$820	0	\$0	4	\$360	8	\$1,180
16. Prepare and Provide Record Drawings/Close-Out Documents	12	\$2,450	3	\$1,400	4	\$360	19	\$3,240
Section E: Construction Administration Services	244	\$50,020	34	\$5,950	12	\$1,140	278	\$57,110

AVCON Fees	
Section B: Pre-Design Activities	\$14,740.00 LS
Section C: Design Phase Services	\$59,980.00 LFS
Section D: Bidding and Award Services	\$7,050.00 NFE
Section E: Construction Administration Services	\$57,110.00 NFE
Sub-Total - AVCON fees:	\$138,880.00 LS
Subcontractant Fees	
AERO Systems (Design Phase Services)	\$ 50,750.00 NFE
AERO Systems (Bid Phase Services)	\$ 7,580.00 NFE
AERO Systems (Construction Administration Services)	\$ 18,090.00 NFE
AERO Systems (Expenses)	\$ 7,000.00 NFE
MLM - Martin Architects, Inc. (Architectural design/coordination for terminal/PBB Interface)	\$ 32,840.24 NFE
MLM - Martin Architects, Inc. (Expenses)	\$ 6,597.46 NFE
JSM & Associates (Design Phase Support Services)	\$ 13,008.00 NFE
JSM & Associates (BPR Services and Commissioning)	\$ 51,540.00 NFE
NOVA (Material Acceptance Testing)	\$ 5,000.00 NFE
SAH Surveys (Survey marking layout)	\$ 6,000.00 NFE
Sub-Total - Subcontractant fees:	\$ 233,415.70 NFE

Senior Project Manager: John Collins, P.E.
Professional Engineer: Alyssa Hillman, P.E./Caitlin Palmer, P.E./Ben Heitman, P.E.
Senior CAD Designer: Michael Bitt

Maximum Budget: \$ 377,295.70

**RFQ AP 02-22 -
A&E Services to Replace Passenger
Boarding Bridges for VPS
Exhibit "B" - AVCON Fee proposal
dated September 2022**