

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/23/2019

Contract/Lease Control #: C20-2871-AP

Procurement#: RFQ AP 63-19

Contract/Lease Type: CONTRACT

Award To/Lessee: GRAEF-USA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/24/2019

Expiration Date: 10/24/2021

Description of Contract/Lease: AVIATION ENGINEERING DESIGN THROUGH CONSTRUCTION PHASE SERVICES FOR TERMINAL EXPANSION AT DESTIN-FORT WALTON BEACH (VPS)

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-689-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



C20-2871-AP
C20-3082-AP

GRAEINC-01

DCRENSHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2021

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

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

PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU	
	PHONE (A/C, No, Ext): (608) 203-3893	FAX (A/C, No): (877) 254-8586
E-MAIL ADDRESS: mnowak@johnsonfinancialgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: Valley Forge Insurance Company		20508
INSURER C: Continental Insurance Company		35289
INSURER D: Transportation Insurance Company		20494
INSURER E:		
INSURER F:		

INSURED
Graef-USA Inc
275 West Wisconsin Ave., Suite 300
Milwaukee, WI 53203

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

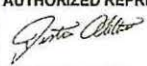
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6057508580	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6057508594	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6057508630	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Gen Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6057508627	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2021	6/1/2022	Each Claim \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2021	6/1/2022	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
RE: RFQ AP 63-19, Aviation Engineering Design, Bidding, and Construction Phase Services for (VPS)

CONTRACT # C20-2871-AP
GRAEF-USA, INC
A&E DESIGN, BID. CONSTRUCTION
PHASE SERVICES TERMINAL EXPANSION VPS
EXPIRES 2 YEARS FROM NTP

Okaloosa County is additional insured with respect to General Liability & Automobile Liability or in favor of additional insured applies to General Liability, Automobile Liability and Workers Con

CERTIFICATE HOLDER CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

Procurement/Contract/Lease Number: RFP AP63-19 Tracking Number: 3659-19

Procurement/Contractor/Lessee Name: GRAEF-USA, INC Grant Funded: YES NO

Purpose: A&E Design, Bidding, Construction Phase Terminal Expansion at VPS

Date/Term: _____

Amount: \$1,458,136⁰⁰

Department: Airports

Dept. Monitor Name: Tracy Stage

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

Purchasing Review

Procurement or Contract/Lease requirements are met:

_____ Date: _____

Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: See Email Dated 27 Sept 19 @ 1:57 PM

[Signature] Date: 9.27.19

Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: See Email Dated 27 Sept 19 @ 10:47 AM

Karen Donaldson Date: 9-27-19

Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: See Email Dated 28 Sept 19 @ 3:32 pm

Kerry Parsons Date: 9-28-19

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

_____ Date: _____

Finance Manager or designee



Barnes Insurance & Financial Services

AN ALERA GROUP COMPANY

02/10/2020

Okaloosa County BOCC
302 Wilson Street
Crestview, FL 32536

Okaloosa County BOCC,

We are writing you in regards to your request to add Automobile Liability to the "Description of Operations" space on the Certificate of Liability Insurance Certificate for Okaloosa County. Alera does not own any vehicles, thus Alera will not be able to add Okaloosa County BOCC as an additional named insured on the Certificate of Liability. Please let us know if you need anything further.

Thank you,

Dennis E Barnes
Managing Partner

CONTRACT #: C19-2781-RM
Barnes Insurance & Financial Services
ACA Reporting
EXPIRES: 01/31/2020

1582 Airport Blvd. Pensacola, FL 32504 Phone 850-473-1500 Fax 850-473-1501 www.biafs.com

Securities offered through Triad Advisors, Member FINRA/SIPC. Barnes Insurance & Financial Services, Alera Group, Inc., and Alera Investment Advisors, LLC are not affiliated with Triad Advisors, LLC.

Jesica Darr

From: Jesica Darr
Sent: Thursday, September 26, 2019 2:15 PM
To: Karen Donaldson; kparsons@ngn-tally.com
Cc: Lynn Hoshihara; Jeffrey Hyde
Subject: RFQ AP 63-19 For review and approval
Attachments: RFQ AP 63-19 FINAL AGREEMENT .docx; RFQ AP 63-19 Final Contract.pdf

Good Afternoon, All!

Please see attached final contract for your review and approval.

(The customer is aiming to take this 1.4 million dollar effort to the BBC on the 15 October meeting. I'd like to have the contractor review and sign the week of 7 -11 Oct, in order to get on the next BCC agenda.)

Thank you! Have a good day!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@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.

Jesica Darr

From: Danielle Garcia
Sent: Friday, September 27, 2019 1:57 PM
To: Jesica Darr
Cc: Jeffrey Hyde
Subject: RE: RFQ AP 63-19 For review and approval

Approved for grant purposes.

Regards,
Danielle Garcia
850-689-5960 x 6971

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, September 26, 2019 2:33 PM
To: Danielle Garcia <dgarcia@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: FW: RFQ AP 63-19 For review and approval

Danielle,

Good Afternoon!

Please see the attachments for grant review of the final contract for RFQ AP 63-19. (FYSA: Jeff is copied, because he asked me to copy him on my outgoing e-mail traffic)

Please let me know if you need anything else from me.

Thank you! Have a good day!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

Jesica Darr

From: Robert "Chad" Rogers
Sent: Friday, September 27, 2019 10:32 AM
To: Danielle Garcia
Cc: Jesica Darr; Darlene Pourcillie
Subject: RE: RFQ AP 63-19 Grant information requested
Attachments: Project 1-3 Cost Summaries.xlsx

Danielle,

For the BHS not fully. The construction cost is still the wild card but the \$25M estimate is what we had at the 30% phase taking into account the ticketing/lobby area we thought would be a change order but is now the new contract with Graef. With the fee negotiated with Graef we do now have actual costs for the lobby/ticketing expansion and construction phase services. So on the BHS tab of the spreadsheet the estimated costs of \$215,744 for design CO and \$1M for AE CPS (see cells C37 & C38) can now be concrete at \$1,458,436 (new Graef contract). We were also approved for the PFCs at the amount in the yellow funding sources box. We will request FAA AIP funds in FY20 once we have bids but the \$8M value is still best guess at this point.

Summary: As far as grants are concerned, we'll be requesting the \$2M FDOT grant between now and March '20 and place an application for FAA AIP entitlements in June '20 projected at the amount shown in the spreadsheet.

VR,

Chad

From: Danielle Garcia <dgarcia@myokaloosa.com>
Sent: Friday, September 27, 2019 9:08 AM
To: Jesica Darr <jdarr@myokaloosa.com>; Robert "Chad" Rogers <rrogers@myokaloosa.com>
Subject: RE: RFQ AP 63-19 Grant information requested

Hi Chad. I remember we had received the attached project cost summaries, has this been updated by chance? Maybe a little more defined showing project to grantor and detailed costs. Just making sure we have the latest cost analysis for grant compliance.

As always, thanks for your help!

Regards,
Danielle Garcia
850-689-5960 x 6971

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Friday, September 27, 2019 8:29 AM
To: Robert "Chad" Rogers <rrogers@myokaloosa.com>
Cc: Danielle Garcia <dgarcia@myokaloosa.com>; Jesica Darr <jdarr@myokaloosa.com>
Subject: FW: RFQ AP 63-19 Grant information requested

Chad,

Jesica Darr

From: Karen Donaldson
Sent: Friday, September 27, 2019 10:47 AM
To: Jesica Darr
Subject: RE: RFQ AP 63-19 For review and approval

Jesica

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

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



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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, September 26, 2019 2:15 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; kparsons@ngn-tally.com
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: RFQ AP 63-19 For review and approval

Good Afternoon, All!

Please see attached final contract for your review and approval.

(The customer is aiming to take this 1.4 million dollar effort to the BBC on the 15 October meeting. I'd like to have the contractor review and sign the week of 7 -11 Oct, in order to get on the next BCC agenda.)

Thank you! Have a good day!

Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, September 28, 2019 3:32 PM
To: Jesica Darr
Cc: Lynn Hoshihara; Jeffrey Hyde; Karen Donaldson
Subject: RE: RFQ AP 63-19 For review and approval

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

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

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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, September 26, 2019 3:15 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: RFQ AP 63-19 For review and approval

Good Afternoon, All!

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(The customer is aiming to take this 1.4 million dollar effort to the BBC on the 15 October meeting. I'd like to have the contractor review and sign the week of 7 -11 Oct, in order to get on the next BCC agenda.)

Thank you! Have a good day!

Respectfully,

Jesica

Jesica Darr

From: Karen Donaldson
Sent: Thursday, October 17, 2019 12:16 PM
To: Jesica Darr
Subject: RE: COI Review requested Graef USA

What I am saying is this.

We need to be the Additional insured on the General Liability, Auto Liability and any other policy except workers comp. We need to have a waiver of subrogation on all policies including Workers comp.

Karen Donaldson

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



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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, October 17, 2019 11:05 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: COI Review requested Graef USA

Karen,

Please clarify the statement below.

The two sentences below seem to contradict one another. I've even had DeRita read the e-mail below and she agrees.

Please clarify as soon as possible.

Thanks so much!

Respectfully,

Jesica Darr

From: Karen Donaldson
Sent: Wednesday, October 23, 2019 10:36 AM
To: Jesica Darr
Subject: RE: Contract C20-2871-AP COI

Jesica

This is fine. The insurance meets the requirements of the contract.

Thank you

Karen Donaldson

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



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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Wednesday, October 23, 2019 9:51 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Contract C20-2871-AP COI

Karen,

Good Afternoon!

Do you have time to take a glance at this today, please?

The Airport is hoping to begin work with the contractor, as soon as possible.

- The contractor didn't list Okaloosa County as additional insured for Professional liability.



GRAEINC-01

DCRENSHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2019

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PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717		CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU PHONE (A/C, No, Ext): (608) 203-3893 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: mnowak@johnsonfinancialgroup.com	
INSURED Graef-USA Inc 125 S 84th St Ste 401 Milwaukee, WI 53214-1470		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company NAIC # 20443	
		INSURER B: National Fire Insurance Company of Hartford 20478	
		INSURER C: Continental Insurance Company 35289	
		INSURER D: Transportation Insurance Company 20494	
		INSURER E: INSURER F:	

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

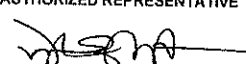
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6057508580	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6057508594	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6057508630	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$
							Gen Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6057508627	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2019	6/1/2020	Each Claim 1,000,000
A	Professional Liab			AEH254072949	6/1/2019	6/1/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ AP 63-19, Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansion at the Destin-Fort Walton Beach Airport (VPS)

Okaloosa County is additional insured with respect to General Liability & Automobile Liability on a primary & non-contributory basis. A waiver of subrogation in favor of additional insured applies to General Liability, Automobile Liability and Workers Compensation.

CONTRACT #: C20-2871-AP
GRAEF-USA, INC.
A & E Design, Bid, Construction
Phase Services for Terminal Expansion at VPS
EXPIRES: 2 YEARS from Notice To Proceed Date

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGREEMENT

Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansion at the Destin-Fort Walton Beach Airport (VPS)

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Graef-USA, Inc. ("Consultant"), a [type of entity] certified to do work in the State of Florida, whose address is 2300 Maitland Center Parkway, Suite 210, Maitland, FL 32751.

WITNESSETH

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

WHEREAS, Consultant was chosen pursuant to that professional services selection process; and

WHEREAS, Owner and Consultant have negotiated the scope and fee for services contemplated in the Agreement for the below described project.

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ AP 63-19; **Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansion at the Destin-Fort Walton Beach Airport (VPS)**, for a Lump Sum fee for Task Orders 1 – 4 as a subtotal amount of \$538,113.00 and for a Not To Exceed (NTE) for Task 5 and expenses as a subtotal amount of \$920,023.00, for a total NTE contract amount of \$1,458,136.00 in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

Okaloosa County plans to retain professional architect/engineer (A/E) services to perform design of the ticketing and lobby expansion to enhance the throughput capacity and efficiency of passenger check-in and circulation. The project will also consist of bid, grant, and construction phase administration services for the combined construction contract to execute the BHS expansion and lobby/ticket counter expansion designs.

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS). The services the Consultant shall perform are set forth in Exhibit A and Exhibit B.

**CONTRACT #: C20-2871-AP
GRAEF-USA, INC.
A&E DESIGN, BID, CONSTRUCTION
PHASE SERVICES TERMINAL EXPANSION VPS
EXPIRES: 10/24/2021**

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General

- A. Owner will furnish the following Construction Contract documents. These documents may be provided in either paper or electronic format.
 - 1. Previous project plans or engineering data related to the existing terminal.
- B. Owner shall pay Consultant as set forth in Exhibit B.
- C. Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 4 INSURANCE

- 4.01 The Consultant shall comply with all insurance requirements as outlined in the RFQ.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

5.02 Time for Completion

- A. All work under this Agreement shall be completed within two (2) years of the Notice to Proceed by Owner. The Agreement may be extended with the mutual consent of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the Owner to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed under this Agreement.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. Costs shown on invoices shall be subtotaled by segment and/or funding source. If requested by the Owner, the final invoice will be accompanied by a certified job cost summary report generated by the Consultant's accounting system for the work performed by Consultant but not its Subconsultants. The report will include at a minimum the total number of hours and salary costs actually charged to the project, the total miscellaneous direct expense, and the total Subconsultant cost charged to the project. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

6.02 Payments

- A. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- B. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- C. Invoices shall be mailed directly to the Owner's designated representative.
- D. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

6.03 Project Closeout

A. Final Audit

- 1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records of the Consultant and any or all Subconsultants to support the

compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.

2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to

the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and

3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Limitations

- A. Owner and Consultant waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 8.4.A shall be binding upon the assignee with respect to Consultant and assignor.

8.05 Third Party Beneficiaries

- A. 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.

8.06 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Scott Hinrichs, Principal, Vice President
Graef-USA, Inc.
2300 Maitland Center Parkway, Suite 210
Maitland, FL 32751
407-659-6500 scott.hinrichs@graef-usa.com

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of five (5) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statute, 20.055(5).

8.09 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any of Consultant's subconsultants or lower tiered subconsultants to look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 - 1. Keep and maintain public records require by the Owner to perform the service.
 - 2. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner, upon the request

from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.

- C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977 riskinfo@myokaloosa.com.**

8.11 Safeguarding Personal Identifiable Information

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

8.12 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Standards of Performance

A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

8.14 Indemnification and Hold Harmless

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.
- B. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time..

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant 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 Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.13., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
 - 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
 - 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions

imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

8.16 Performance Evaluation

- A. At the end of the contract period, the Owner will evaluate the Consultant's performance. The evaluation will become public record.

8.17 Drug-Free Work Place

- A. Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

8.18 Resource Recovery

- A. Consultant hereby certifies that it shall 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, but are not limited to, 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.
- B. 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, April. 19, 1995]

8.19 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.20 Public Entity Crime Information

A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

8.21 Equal Employment Opportunity

A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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.

8.22 Employment Eligibility Verification

A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

8.23 Records

A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.24 Access to Records

A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

8.25 Copeland Anti-Kickback Act

A. 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.

8.26 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors that result from this solicitation in corporate 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.27 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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). Consultant 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.

8.28 Vendors On Scrutinized Companies Lists

By executing this Agreement, Graef-USA Inc. , the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor 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 Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor 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 Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 8.28 this Article 8.28 shall be null and void.

- 8.29 CONSULTANT shall designate in writing a person to act as Consultant 's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the County and interpret and define Consultant's policies, specifications, and reports. Consultant shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice to Owner at least ten (10) business days prior to the change in writing.

ARTICLE 9 LIAISON RESPONSIBILITY OF THE CONSULTANT:

- 9.01 For the duration of the Agreement, keep Okaloosa County's designated Owner project personnel, in Responsible Charge, informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.
- 9.02 Facilitate communications between all parties (i.e. owner, designated Owner project personnel, architectural, baggage handling system, mechanical, materials, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.
- 9.03 Inform the designated Owner project personnel of any design defects, reported by the contractor or observed by the consultant or any subconsultant.
- 9.04 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments (Modifications or Change Orders) to the designated Owner project personnel for review and approval.

SECTION 10 CHANGES

- 10.01 Written Authorization. The County may, at any time, by written fully executed amendment to the AGREEMENT, make or approve changes in the services or work to be performed within the general scope of services of this AGREEMENT, including alterations, reductions, therein or additions thereto. The cost of a change, modification, or change order must be allowable, allocable, within the scope of services, scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.
- 10.02 Equitable Adjustment. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall (1) if requested by the County, provide an 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 in writing if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant 's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment. Consultant is equitably and fully responsible for any changes resulting from fault of Consultant or any subconsultant.

SECTION 11 DISPUTES

- 11.1. Dispute Resolution. If a dispute or complaint [Dispute] arises concerning this AGREEMENT, Consultant and the County will use their best efforts to negotiate a resolution of the Dispute.

ARTICLE 12 EXHIBITS AND SPECIAL PROVISIONS

12.01 Special Provisions

- A. The following forms are required and part of Exhibit A: Company Data; Addendum Acknowledgement; Code of Silence; Drug-Free Workplace Program Certification; Sworn Statement – Public Entity Crimes; Conflict of Interest Disclosure; Federal E-Verify; Indemnification and Hold Harmless; Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions; Recycled Content Form; System of Awards management; Anti-Collusion statement; Vendors on Scrutinized Companies list

12.02 Exhibits Included:

Exhibit A – Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS) (pages 15 to 106 , inclusive);

Exhibit B – Detailed Scope of Work Services and Fee Schedule (pages 107 to 134 , inclusive);

Exhibit C –Standard Contract Clauses.

12.03 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on OCT 15 2019 (which is the Effective Date of the Agreement).

Owner: Okaloosa County

Consultant: GRAEF, USA, Inc.

By: Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Board of County Commissioners

By: Scott Hinrichs, P.E.
Scott Hinrichs, P.E.
Principal, Vice President

Attest: J.D. Peacock, II
J.D. Peacock, II, Clerk



Witness: Caleb Freeman, P.E., CxA, LEED AP
Caleb Freeman, P.E., CxA, LEED AP

Address for giving notice:
Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

Address for giving notice:
Scott Hinrichs, P.E.
2300 Maitland Center Parkway, Suite 210
Maitland, FL 32751

Agent for service of process:

(If Consultant is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Tracy Stage, A.A.E.
~~1750 S. Fardon Blvd.~~
~~Grestview, FL 32536~~
Phone: (850) 689-5772

Designated Representative:
Scott Hinrichs, P.E.
2300 Maitland Center Parkway, Suite 210
Maitland, FL 32751
407-659-6500

1701 State Road 85N
Eglin AFB, FL 32542-1498

ML Carson
BLL Records



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE: Aviation Engineering Design, Bidding, and Construction Phase Services
for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS)

RFQ NUMBER: AP 63-19

ISSUE DATE: May 28, 2019 at 8:00AM CST
LAST DAY FOR QUESTIONS: June 06, 2019 at 3:00 P.M. CST
RFQ OPENING DATE & TIME: June 25, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Purchasing Department by the "RFQ Opening Date & Time" referenced above. The address to submit packages is 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of responses by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Responses may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME: Graef-USA Inc.

MAILING ADDRESS: 2300 Maitland Center Parkway, Suite 210

CITY, STATE, ZIP: Maitland, Florida 32751

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 39-1083592

TELEPHONE: 407-659-6500

EMAIL: scott.hinrichs@graef-usa.com

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

AUTHORIZED SIGNATURE:  PRINTED NAME: Scott Hinrichs, P.E.

TITLE: Principal, Vice President DATE: 6/12/2019

NOTICE TO RESPONDENTS

Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualification based proposals from qualified firms for Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin Fort Walton Beach Airport (VPS). Services of the consultant shall be under the general direction of the Airports Director or his designee, who shall act as the County's representative during the performance of the scope of services.

Entities desiring consideration should provide one (1) original and a thumb drive with all information in an unencrypted, compiled, PDF format of their Request for Qualifications (RFQ) response with the entity's areas of expertise identified. Hard copy submission shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for the statement of proposals are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

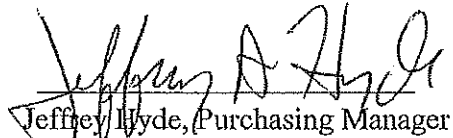
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **June 25, 2019 @ 3PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non- delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Request for Qualifications for Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin Fort Walton Beach Airport (VPS)**". Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting proposals with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RFQ AP 63-19, Aviation Engineering Design, Bidding, and Construction
Phase Services for Terminal Expansions at the Destin Fort Walton Beach
Airport (VPS)
5479A Old Bethel Road
Crestview, FL 32536


Jeffrey Hyde, Purchasing Manager

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL

Charles K Windes, Jr., Chairman

INDEX

PART 1 – GENERAL INFORMATION

PART 2 – SCOPE OF SERVICES

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

PART 4 – GENERAL CONDITIONS OF THE PROPOSAL

PART 5 – PROCUREMENT SCHEDULE

PART 6 – FORMS

PART 7 – EXHIBITS

A) Sample Agreement

RFQ AP 63-19: Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport

PART 1 – GENERAL INFORMATION

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

The Okaloosa County Board of County Commissioners is soliciting Statements of Qualifications from interested firms detailing past performance, technical, and personnel qualifications to increase the footprint of the terminal facility at the Destin – Ft Walton Beach Airport (VPS). Specifically the project will expand the lobby and ticketing areas to increase passenger capacity and integrate seamlessly into the baggage handling system (BHS) project currently in design.

Okaloosa County plans to retain professional architect/engineer (A/E) services to perform design of the ticketing and lobby expansion to enhance the throughput capacity and efficiency of passenger check-in and circulation. The design will include expansion of the facility and/or modifications of existing space to provide approximately 8,000 square feet of public circulation space, restroom facilities, airline ticket counters, MEP, flooring, entry and exit corridors, connecting sidewalks, overhangs, parking lot revisions, security cameras, access control, exterior lighting and access gates. In 2018, the Airport selected a consultant to design and provide bid phase services for expanding the facility to increase BHS capacity and efficiency. The BHS project will be a major construction effort that will neighbor space for the ticketing and lobby expansion already identified in conceptual layouts. A conceptual floor plan of the ticketing and lobby space has been produced in order to provide the proper amount of circulation space and restroom facilities to meet needs identified in the 2018 Terminal Area Study for this portion of the airport. Due to the physical proximity of the project limits, shared utilities, and structural components of the project, design will require heavy coordination with the existing BHS project design consultant and development of a bid package and permitting to construct both design scopes as one construction project. This will take advantage of on-going design efforts to avoid duplication of utility systems while maximizing economies of scale during construction.

Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and will be utilized.

TERM

The term of this contract will be for up to two (2) years. The consultant must submit 90% design plans for the lobby and ticketing expansion to the County within 90 days of a notice to proceed. Fully complete 100% design plans and specifications must be submitted and approved within 120 days. The term of the contract will coincide with the construction contract and terminate 90 days after final project completion.

PART 2 – SCOPE OF SERVICES

The scope of professional services includes, but may not be limited to, the following:

1. Develop a design, 100% probable construction cost estimate, and construction bid documents for the expansion of the lobby and ticketing portion of the overall project. The design should include airline ticket counter build-out, ticket counter que space, public circulation, restroom facilities, and entrance/exit from the exterior along with tie-in to parking lot reconfigurations, striping, curbing, fencing, access control, covered walkway overhangs, landscaping, exterior lighting, signage and all other relevant terminal facility construction aspects in terminal interior and exterior renovations and expansion projects. System expansion should integrate seamlessly into the existing facility and baggage handling system project design/spaces adjoining the ticketing and lobby expansion space. The building envelope and mechanical, electrical, plumbing, and fire suppression aspects of the design will rely heavily on groundwork and existing design efforts already being incorporated into the BHS expansion project.
2. Develop bid documents including final design documents and bid schedule to include front-end documents, technical specifications and bid set of final plans. The selected consultant will be responsible for assisting in the consolidation of design plans, technical specs and other information from the BHS project and work with BHS engineers to provide all documents to form one combined project manual for a single construction project executed under one general contractor. Bid services should include analysis and comparison of the bids and line item pricing received for all elements of the subject scope of work in order to provide detailed information in the formation of a combined engineer's recommendation of the most responsible and responsive low bidder. Permitting services will also be included to ensure that the project is fully coordinated and approved to proceed to construction.
3. Coordination with various entities including the BHS expansion project design consultant, the Airport, other County Departments for permitting, Eglin AFB/privatized utility contractors, FDEP, NFWFMD, TSA, the FAA and FDOT during the design, bid, and construction phases.
4. Grant services to include but not limited to the preparation of FDOT and FAA quarterly construction updates, supporting documentation for grant reimbursements, tracking of project funds for various portions of the project that meet different eligibility requirements for FAA AIP and PFC program funds, and development/consolidation of project close-out documents.
5. Construction phase services will include contract administration, construction inspection/resident project representative services, review and recommendation of approval for contractor invoices, submittal review and approval, clarification of RFIs and change order request review/management, and facilitation of project progress meetings and minutes among other desired and negotiated services.

PART 3 – RFQ SUBMITTAL REQUIREMENTS AND PROCEDURES

The original unbound copy of the response to the Requests for Qualifications (Proposal) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. All Proposals must be completely responsive to the Request for Qualifications guidelines for consideration.

All Proposals received will be reviewed by the County's Procurement Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 10 pages. One piece of paper printed front and back is considered two pages. The 10-page maximum excludes the cover, table of contents, section dividers, and copies of required forms. In addition to the paper original, an electronic copy of the signed Proposal including all required forms shall be submitted on thumb drive as an unencrypted, single-file, pdf document.

The Committee will review the qualification proposals received unless determined to be non-responsive or non-responsible. The Committee will rank each proposal based on the scoring criteria provided below which demonstrate firm's airport-specific experience, capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, DBE qualifications and the overall adherence to the Request for Qualifications.

In the event of a tie, the tie will be broken by the firm with the higher ranking as ranked by the Airports Department Procurement Selection Committee representative. If a tie still remains, then the tie will be broken by the firm with the higher ranking as ranked by the department representative of the Procurement Selection Committee in the following order: Public Works, Water & Sewer, TDC, and Corrections. Should a tie still remain after considering the scores in the order herein described, the Purchasing Manager will review the tied proposals and break the tie. At the sole discretion of the Purchasing Selection Committee, oral presentations may be requested and used in lieu of or in addition to the tie-break procedure described. If the Selection Committee decides to hold oral presentations they will re-score the firms presenting and follow the procedure listed above.

The final top ranked firm will be recommended to the Board of County Commissioners (County) for approval. The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final. Should contract negotiations fail or should concurrence not be received from the BCC, concurrence and negotiations will fall to the next highest ranked respondent.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Department policy.

Response to the RFQ should include the following:

1. A **letter of interest** should be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter should include summary information on the firm's history, offices and personnel that will support the requested services, resources to accomplish the work, and summary of personnel experience and key projects specifically related to airport terminals with similar project aspects.

This section does not count toward the 10-page maximum.

2. **Organizational Chart and Description of key personnel and their assigned roles.** Describe clearly the key personnel's past experience with airport terminal projects, specifically ticket counter, lobby, and BHS construction or modification projects. The following are considerations to include in this section in order to evaluate the firm's qualifications:

- Experience of the project team in working on airports, specifically around the public to accomplish terminal additions/renovations, parking lots, baggage handling system mechanical components such as conveyors behind ticket counter operations and tie-in to a larger BHS system network, and familiarity with FAA advisory circulars regarding terminal facility design and construction
- Experience with project management and construction phase services as outlined previously; inspector qualifications and project manager skills/experience should be highlighted
- Lessons learned from previous terminal projects and any examples of challenges that were overcome for similar scope work
- Working knowledge of FAA, FDOT and TSA requirements including design standards and criteria, safety plans, security requirements, and Airport Improvement Program (AIP) and Passenger Facility Charge (PFC) funding eligibility

This section counts toward the 10-page maximum.

3. **Project Approach and Understanding:** Provide information that demonstrates the understanding of the project and ability to provide the requested services. The project requires an understanding of the project design, phasing that will be required during execution, and site requirements to include integration of all applicable state and federal codes, regulations, policies, and procedures. Design strategy/process should address data collection for project development, owner coordination, user input, and a proposed design schedule. The consultant should

also describe their familiarity and understanding of the most recent VPS terminal area study and terminal layout plan as it relates to the BHS, ticketing/check-in, and public circulation space needs at the airport.

This section counts toward the 10-page maximum.

4. **Past Performance:** Describe past performance metrics on airport terminal expansion and renovation projects. Provide a listing of completed terminal design or construction projects at other commercial airports with 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 and construction services. Describe time and budget performance to show that projects met or exceeded construction contract times with limited or no change orders, as well as finished at or below budget. Provide a contact person available from each of the project sites to verify the work done. Include a name, company name, phone number, and email.

This section counts toward the 10-page maximum.

5. **Documentation of M/WBE or SBE designation or partnership with M/WBE or SBE-designated firm.** The FAA requires airports to meet Disadvantaged Business Enterprise (DBE) program goals for federally funded projects. The firm should show documentation of a qualifying designation, previous partnerships and/or planned partnerships for this project, and familiarization with documenting goals during design or construction projects in which the firm has been involved.

This section counts toward the 10-page maximum.

6. **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, email, and a brief description of the terminal expansion project.

This section does not count toward the 10-page maximum.

7. **Required forms.** The County requires all vendors submitting an RFQ to sign and complete the required forms included in this document. Failure to do so could result in being deemed non responsive.

This section does not count toward the 10-page maximum.

SELECTION CRITERIA:

The selection of a firm to provide professional services will be based on the following criteria:

Level of previous experience with terminal additions and renovations. The focus of the experience should be on design of ticketing lobby of an airport terminal and BHS system familiarity during design, construction management and working in parallel and merging project designs. **(60 points)**

Level of previous experience working at airports and with sponsors, airlines, TSA, and other agencies to gather requirements to meet project needs. **(20 points)**

Firm's history and resource capability for required services (ability to execute). **(10 points)**

Note: If the design will not be fully completed within the proposing firm's organization, the overall design team will be evaluated. This criterion also encompasses the overall design strategy.

M/WBE or SBE designation or partnership with M/WBE or SBE-designated firm. **(5 points)**

References. **(5 points)**

**Aviation Engineering Design, Bidding, and Construction Phase Services
for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS)
RFQ AP 63-19
RANKING SHEET**

RANKING CRITERIA			
Level of previous experience with terminal additions and renovations 60 points max			
Level of previous experience working at airports and with sponsors, airlines, TSA, and other agencies to gather requirements to meet project needs. 20 points max			
Firm's history and resource capability for required services (ability to execute) 10 points max			
M/WBE or SBE designation or partnership with M/WBE or SBE-designated firm. 5 points max			
References 5 points max			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER:

DATE:

SIGNATURE:

PART 4 – GENERAL CONDITIONS OF THE PROPOSAL

1. PRE-PROPOSAL ACTIVITY

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

Okaloosa County Purchasing
Department 5479A Old Bethel Road
Crestview, FL 32536
Email: vtaravella@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received by the question deadline listed. Any addenda or other modification to the procurement documents will be issued by the County seven (7) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to:

<https://www.bidnetdirect.com/florida>

To access the Okaloosa County Web Site go to:

<http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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 using the **ADDENDUM ACKNOWLEDGEMENT** form provided and submit with their proposal.

2. 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 Qualifications, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until all parties have signed the contract.

All communications shall be directed to the Purchasing Department.

All Respondents shall acknowledge this Cone of Silence policy and agree to abide by the policy by signing the **CONE OF SILENCE** form provided.

3. PREPARATION OF PROPOSALS

Proposals shall be prepared using the guidelines contained herein. Where forms are required, they shall be submitted using the prescribed forms provided. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.

Proposals 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.

Proposals 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.

Proposals 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.

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

Proposals submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualifications proposal. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form.

If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and proposal to do business as an out-of-state corporation in the State of Florida.

Respondents shall utilize the **COMPANY DATA** form and submit with their proposal.

4. INTEGRITY OF PROPOSALS DOCUMENTS

Respondents shall use the original proposal 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 proposal 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 in the form of an addendum to the original documents.

5. SUBMITTAL OF PROPOSALS

Proposals shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for proposals and shall be enclosed in an opaque sealed envelope plainly marked with the RFQ title, the name and address of the respondent, and shall be accompanied by the other required documents. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, email, or telephone are NOT acceptable.

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

6. MODIFICATION & WITHDRAWAL OF SUBMITTAL

Proposals 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 proposals 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. Thereafter, if the work is resolicited for proposals, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. PROPOSAL OPENING INFORMATION

Proposal Opening shall be public, on the date and time specified in the advertisement or the proposal form.

8. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b2), 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.

9. PROPOSALS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals 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 prior to the end of this period.

10. ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.

11. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional submittal and proposals which make it impossible to determine the true quality of services to be provided by respondent.

12. 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.

13. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- H. Listing of the Proposer by any Local, State or Federal Government on its barred/suspended vendor list.
- I. Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- J. Communication with a County member regarding the project that could constitute a violation of the Cone of Silence.

14. RIGHT TO WAIVE AND REJECT

The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

15. AWARD OF CONTRACT

The Okaloosa County Procurement Selection Committee will review all proposals and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa

County shall be the sole judge of the proposals and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County specifically reserves the right to reject any conditional proposals and bids which make it impossible to determine the true quality of services to be provided by respondent.

16. 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 proposals throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

17. 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.

18. DRUG-FREE WORKPLACE

Proposals 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 the Drug-Free Workplace Program Certification to make this certification.

19. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit proposals for a contract to provide goods or services to a public entity, may not submit proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

20. PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Respondents are required to sign the **SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES** form provided.

21. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

In addition, the respondent must disclose in writing any potential conflict of interest to the Okaloosa Board of County Commissioners or pass-through entity in accordance with applicable Federal policy.

Respondents shall disclose any Conflict of Interest using **CONFLICT OF INTEREST DISCLOSURE FORM**

22. COMPLIANCE WITH FLORIDA STATUTE 119.0701

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

23. 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. Respondents will certify compliance with this requirement by signing the **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION** form provided.

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 contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

25. 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 any 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.

26. AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through five (5) years after the expiration of contract.

27. 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.

28. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

Respondent shall acknowledge and agree Indemnification and Hold Harmless clause by signing the **INDEMNIFICATION & HOLD HARMLESS** form provided.

29. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all subcontractors. 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 to 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 subcontractors, as applicable, shall be included with the bid proposal.

30. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Contractor shall be required to provide the following insurance requirements as part of its operation:

1. The Contractor 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. Where applicable, 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. The designation of Contractor 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 Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

B. Workers Compensation Insurance

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.

C. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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.

D. Commercial General Liability Insurance

1. The Contractor 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 Contractor shall notify the County representative in writing. The Contractor 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. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

E. 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>Coverage</u>	<u>Limit</u>
1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

F. 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.

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 contractor 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 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor 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 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor 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.

31. 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 REGARDING LOBBYING** form provided.

32. 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.

33. 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.

34. SYSTEM FOR AWARD MANAGEMENT (SAM)

The BIDDER shall ensure registration with the Federal Government's System for Award Management (SAM) database prior to award, during performance and through final payment of the CONTRACT. All mandatory information must be entered to include the Core, Assertions, Representations and Certifications, and Points of Contact sections.

Information on registration for and use of the SAM database can be obtained via the internet at the U.S. General Services Administration site: <http://www.sam.gov/>. Processing time for new registration normally takes 48 hours, BIDDER should apply for registration immediately upon receipt of this solicitation.

If the BIDDER does not register in the SAM database in a timely manner, the OWNER may proceed to award to the next otherwise successful registered BIDDER.

The BIDDER is required to provide their SAM information with their proposal on Form titled "Company Data."

For more information, see the following additional information about, "System for Award Management (Oct 2016)."

35. AFFIRMATIVE ACTION REQUIREMENT

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

Timetables

Goals for minority participation for each trade: **7.85%**

Goals for female participation in each trade: **6.9%**

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

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

Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal

Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is [Florida, Okaloosa County].

36. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

37. BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

38. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

39. DISTRACTED DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

40. PROHIBITION OF SEGREGATED FACILITIES

The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

"Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

41. RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14.

Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

42. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

43. 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.

Certifications

- 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.

44. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor: who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 1) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 2) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

45. VETERAN'S PREFERENCE

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

46. DAVIS-BACON ACT

If applicable to this contract, the 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 to laborers and mechanics 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

PART 5 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	May 28, 2019
Deadline for Questions	June 10, 2019
Qualifications Proposal Due Date	June 25, 2019
Procurement Review Committee's Review	July 9, 2019
Recommend Award to BCC with Rankings	July 12, 2019
Contract Negotiations	July 15, 2019- July 28, 2019.
Finalize/Execute Agreement	August 20, 2019
Issue Notice to Proceed	TBD

PART 6 – REQUIRED STATEMENTS, FORMS, AND OTHER DOCUMENTATION

- A. Company Data
- B. Addendum Acknowledgement
- C. Cone of Silence
- D. Drug-Free Workplace Program Certification
- E. Sworn Statement – Public Entity Crimes
- F. Conflict of Interest Disclosure
- G. Federal E-Verify
- H. Indemnification and Hold Harmless
- I. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- K. Recycled Content Form
- L. System of Awards management
- M. Anti-Collusion statement
- N. Vendors on Scrutinized Companies list

COMPANY DATA

Respondent's Company Name: Graef-USA Inc.

Physical Address & Phone #: 2300 Maitland Center Parkway, Suite 210

Maitland, Florida 32751

407-659-6500

Contact Person (Typed-Printed): Scott Hinrichs, P.E.

Phone #: 407-659-6533

Cell #: 407-920-8698

Federal ID or SS #: 39-1083592

DUNNS/SAM #: 050271329

Respondent's Business License #: Florida Corporation #P08036

Fax #: 407-659-0609

Emergency #'s After Hours,
Weekends & Holidays: 407-920-8698 (Scott Hinrichs' Cell)

ADDENDUM ACKNOWLEDGEMENT
RFQ AP 63-19

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	June 5, 2019

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.

CONE OF SILENCE

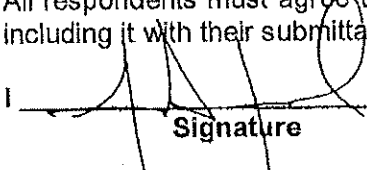
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFQ, ITQ, and ITN) or other competitive solicitation between the bidder (or its agents or 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 when the procurement is advertised until contract is awarded.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's 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 Graef-USA Inc.
Signature Company Name

On this 12th day of June 20 19 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.


DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

June 12, 2019
Date


By (Signature)

Graef-USA Inc.
Firm Name

Scott Hinrichs, P.E.
By (Printed)

2300 Maitland Center Parkway, Suite 210
Address

Principal, Vice President
Title

Maitland, Florida 32751
Address

scott.hinrichs@graef-usa.com
Email

407-659-6500
Office Number

407-920-8696
Cell Number

**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 Okaloosa County RFQ No. AP 63-19
2. This sworn statement is submitted by Graef-USA Inc.

Whose business address is: 2300 Maitland Center Parkway, Suite 210, Maitland, FL 32751
and (if applicable) its Federal Employer Identification Number (FEIN) is
391083592. (If entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____)

3. My name is Scott Hinrichs, P.E. and my
relationship to the entity named above is Principal, 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.

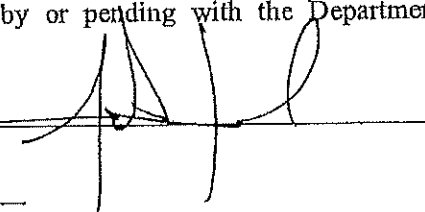
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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.]

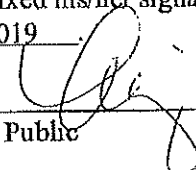
The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: June 13, 2019 Signature: 

STATE OF: Florida

COUNTY OF: Orange

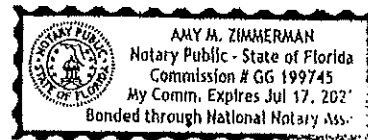
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 13th day of June, in the year 2019.



Notary Public

My commission expires: July 17, 2022

Amy M. Zimmerman
Print, Type or Stamp of Notary Public



Personally Known OR Produced Identification: _____

Type of Identification Produced _____

CONFLICT OF INTEREST DISCLOSURE

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), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

YES _____

NO X _____

NAME(S)

POSITION(S)

FIRM NAME: Graef-USA Inc.

BY (PRINTED): Scott Hinrichs, P.E.

BY (SIGNATURE):  _____

TITLE: Principal, Vice President

ADDRESS: 2300 Maitland Center Parkway, Suite 210

 Maitland, Florida 32751

PHONE NO. 407-659-6500

E-MAIL scott.hinrichs@graef-usa.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, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: June 12, 2019

SIGNATURE: 

NAME: Scott Hinrichs, P.E.

TITLE: Principal, Vice President

ADDRESS: 2300 Maitland Center Parkway

Suite 210, Maitland, Florida 32751

E-MAIL: scott.hinrichs@graef-usa.com

PHONE NO.: 407-659-6500

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

Gracf-USA Inc.
Proposer's Company Name

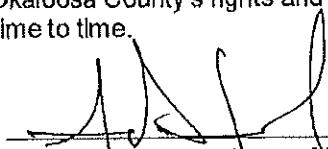
2300 Maitland Center Parkway, Ste. 210
Physical Address

Maitland, Florida 32751
Mailing Address

407-659-6500
Phone Number

407-920-8696
Cellular Number

June 12, 2019
Date


Authorized Signature – Manual

Scott Hinrichs, P.E.
Authorized Signature – Typed/Printed

Principal, Vice President
Title

407-659-0609
FAX Number

407-920-8696
After-Hours Number(s)

CERTIFICATION REGARDING LOBBYING

31 U.S.C. 1352, 49 CFR 19, 49 CFR PART 20
APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*

The undersigned CONTRACTOR certifies, to the best of his/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.

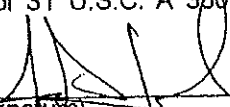
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

June 12, 2019
Date

Graef-USA Inc.
Firm Name


By (Signature)

Principal, Vice President
Title

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.

Scott Hinrichs, P.E. - Principal, Vice President

Printed Name and Title of Authorized Representative

Signature

June 12, 2019

Date

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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

Product Description: _____

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

Yes No _____

Specify: UPS Reusable Express Envelope

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

Yes No _____

Specify: Paper can be recycles

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

Name of Respondent: Graef-USA Inc.

E-Mail: scott.hinrichs@graef-usa.com

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: Graef-USA Inc.

Entity Address: 2300 Maitland Center Parkway, Ste. 210, Maitland, FL 32751

Duns Number: 050271329

CAGE Code: 4G653

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

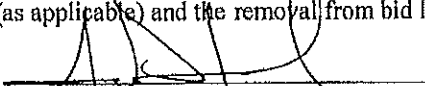
Graef-USA Inc.
Bidder's Company Name

2300 Maitland Center Parkway, Ste. 210
Address

Maitland, Florida 32751
Address

407-659-6500
Phone #

39-1083592
Federal ID # or SS #


Authorized Signature -- Manual

Scott Hinrichs, P.E.
Authorized Signature -- Typed

Principal, Vice President
Title

407-659-0609
Fax #


Date Submitted: June 12, 2019

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Graef-USA 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 Contractor 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: June 12, 2019
COMPANY: Graef-USA Inc.
ADDRESS: 2300 Maitland Center
Parkway, Suite 210
Maitland, FL 32751
PHONE NO.: 407-659-6500

SIGNATURE: 
NAME: Scott Hinrichs, P.E.
(Typed or Printed)
TITLE: Principal, Vice President
E-MAIL: scott.hinrichs@graef-usa.com

PART 7 – EXHIBITS

A. Draft Form of Agreement

Draft Agreement Exhibits:

- A. Scope of Services
- B. Payment for Services
- C. Standard Contract Clauses.

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.

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
FOR
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES TO
EXPAND THE LOBBY AND TICKET COUNTER AREAS AT THE
DESTIN—FORT WALTON BEACH AIRPORT (VPS)**

OKALOOSA BOARD OF COUNTY COMMISSIONERS

Sample Contract – Do Not Sign

This Sample Contract is subject to revision and not binding until fully approved by the BoCC and executed by all parties.

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, BIDDING, AND
CONSTRUCTION PHASE SERVICES TO EXPAND THE LOBBY AND TICKET COUNTER
AREAS AT THE DESTIN—FORT WALTON BEACH AIRPORT (VPS)**

TABLE OF CONTENTS

ARTICLE 1 – THE PROJECT	3
ARTICLE 2 – SERVICES OF CONSULTANT	3
ARTICLE 3 – OWNER'S RESPONSIBILITIES	3
ARTICLE 4 – INSURANCE	4
ARTICLE 5 – SCHEDULE FOR RENDERING SERVICE AND TERM	4
ARTICLE 6 – INVOICES AND PAYMENTS	4
ARTICLE 7 – CONSULTANT'S REPRESENTATIONS	6
ARTICLE 8 – MISCELLANEOUS	6
ARTICLE 9 – EXHIBITS AND SPECIAL PROVISION	14

AGREEMENT

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and _____ ("Consultant"), a [type of entity] certified to do work in the State of Florida, whose address is _____.

WITNESSETH

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

WHEREAS, Consultant was chosen pursuant to that professional services selection process; and

WHEREAS, Owner and Consultant have negotiated the scope and fee for services contemplated in the Agreement for the below described project.

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ AP 63-19; Aviation Engineering Design, Bidding, and Construction Phase Services to Expand the Lobby and Ticket Counter areas at the Destin-Fort Walton Beach Airport (VPS), for a not to exceed without an amendment to the Agreement amount of \$ _____ in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

Okaloosa County plans to retain professional architect/engineer (A/E) services to perform design of the ticketing and lobby expansion to enhance the throughput capacity and efficiency of passenger check-in and circulation. The project will also consist of bid, grant, and construction phase services for the combined construction contract to execute the BHS expansion and lobby/ticket counter expansion designs.

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS). The services the Consultant shall perform are set forth in Exhibit A.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General

A. Owner will furnish the following Construction Contract documents. These documents may be provided in either paper or electronic format.

1. Previous project plans or engineering data related to the existing terminal.
- B. Owner shall pay Consultant as set forth in Exhibit B.
- C. Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 4 INSURANCE

4.01 The Consultant shall comply with all insurance requirements as outlined in the RFQ.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

5.02 Time for Completion

- A. All work under this Agreement shall be completed within two (2) years of the Notice to Proceed by Owner. The Agreement may be extended with the mutual consent of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the Owner to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A

determination of allowable costs in accordance with the Federal cost principles will be performed under this Agreement.

- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. Costs shown on invoices shall be subtotaled by segment and/or funding source. If requested by the Owner, the final invoice will be accompanied by a certified job cost summary report generated by the Consultant's accounting system for the work performed by Consultant but not its Subconsultants. The report will include at a minimum the total number of hours and salary costs actually charged to the project, the total miscellaneous direct expense, and the total Subconsultant cost charged to the project. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

6.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.
- B. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- C. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- D. Invoices shall be mailed directly to the Owner's designated representative.
- E. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

6.03 Project Closeout

A. Final Audit

1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of

Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.

2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:
- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
 - B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and

3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Limitations

- A. Owner and Consultant waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 8.4.A shall be binding upon the assignee with respect to Consultant and assignor.

8.05 Third Party Beneficiaries

- A. 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.

8.06 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

[name]
[firm].
[address]
[address]
[address]

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of five (5) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statute, 20.055(5).

8.09 Independent Contractor

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

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 - 1. Keep and maintain public records require by the Owner to perform the service.
 - 2. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining the public records. All

records stored electronically must be provided to the Owner, upon the request from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.

- C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977 riskinfo@myokaloosa.com.**

8.11 Safeguarding Personal Identifiable Information

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

8.12 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Standards of Performance

A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

8.14 Indemnification and Hold Harmless

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.
- B. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant 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 Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.13., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
 - 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
 - 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or

suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

8.16 Performance Evaluation

- A. At the end of the contract period, the Owner will evaluate the Consultant's performance. The evaluation will become public record.

8.17 Drug-Free Work Place

- A Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

8.18 Resource Recovery

- A. Consultant hereby certifies that it shall 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, but are not limited to, 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.
- B. 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, April. 19, 1995]

8.19 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
1. Clean Air Act, 42 U.S.C., 7401, et seq.;
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.20 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

8.21 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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.

8.22 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

8.23 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.24 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

8.25 Copeland Anti-Kickback Act

- A. 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.

8.26 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.27 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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 (29 CFR Part 1910). Consultant 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.

8.28 Vendors On Scrutinized Companies Lists

By executing this Agreement, _____, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes; (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor 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 Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor 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 Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 8.28 this Article 8.28 shall be null and void.

ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 Special Provisions

- A. The following forms are required and part of Exhibit A: Company Data; Addendum Acknowledgement; Cone of Silence; Drug-Free Workplace Program Certification; Sworn Statement – Public Entity Crimes; Conflict of Interest Disclosure; Federal E-Verify; Indemnification and Hold Harmless; Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions; Recycled Content Form; System of Awards management; Anti-Collusion statement; Vendors on Scrutinized Companies list

9.02 Exhibits Included:

- A. Exhibit A – Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS) (pages 1 to 41, inclusive);
Exhibit B – Payment for Services (pages 1 to 2, inclusive);
Exhibit C – Standard Contract Clauses.

9.03 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner: Okaloosa County _____ Consultant: [Name] _____

By: _____
Charles K. Windes, Jr.
Chairman, Board of County Commissioners

By: _____

Attest: _____
J.D. Peacock, II, Clerk

Witness: _____

Address for giving notice:

1250 N. Eglin Parkway
Shalimar, FL 32579

Address for giving notice:

[Address]
[Address]
[Address]

Agent for service of process:

(If Consultant is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative: _____
Tracy Stage, A.A.E.
1759 S. Fardon Blvd.
Crestview, FL 32536
Phone: (850) 689-5772

Designated Representative: _____
[Name]
[Address]
[Address]
[Phone]

Exhibit "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.

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.
 - a. 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
 - c. 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, 2986 (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-

- a. Enrollment in the E-Verify program; or
- b. 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.

- a. 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.
- b. 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.
- c. 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>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. 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
 - iii. 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 e (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

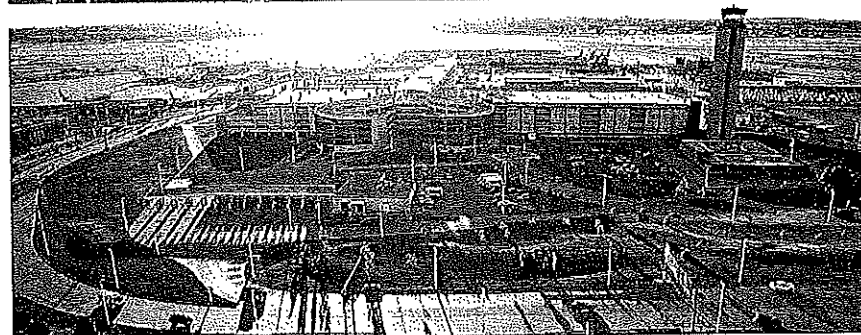
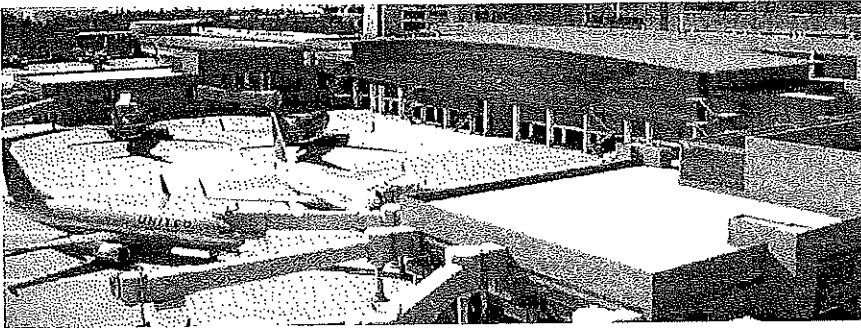
- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - ii. Construction;
- (2) Has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

DRAFT

June 25, 2019 @ 3PM

prepared for
Okaloosa County Purchasing Department

AP 63-19, Request for Qualifications for Aviation
Engineering Design, Bidding, and Construction
Phase Services for Terminal Expansions at the
Destin Fort Walton Beach Airport (VPS)



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Table of Contents

Section 1 **Letter of Interest**

Section 2 **Organizational Chart/Key Personnel**

Section 3 **Project Approach and Understanding**

Section 4 **Past Performance**

Section 5 **M/WBE/SBE Partnership**

Section 6 **References**

Section 7 **Required Forms**

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1. Letter of Interest

2300 Mallard Center Parkway
Suite 210
Mallard, FL 32751-7431
407 / 659-6500
407 / 659 0609 fax
www.graef-usa.com



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June 25, 2018

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

SUBJECT: RFQ AP 63-19, Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansion at the Destin Fort Walton Beach Airport (VPS)

Dear Selection Committee Members,

GRAEF has experience being involved in significant project expansions at various international and regional airports throughout the United States. GRAEF wants to assist Okaloosa County in expanding the Destin Fort Walton Beach Airport facility to help better link the world to all that your community and Region has to offer.

For 58 years, GRAEF has been responsible for successfully completing public sector projects from evaluations to renovations to new construction. GRAEF has been providing these professional services in Florida for 24 years. GRAEF has over 280 personnel nationwide. Our staff includes professionals experienced in cost efficient architectural and engineering designs that complement sustainable practices. We have successfully helped public sector clients minimize their facility first costs and life cycle costs while being proactive about long-term sustainable strategies.

Complementing GRAEF's technical expertise will be firms that we have established working relationships with:

- Corgan Associates, Inc. – Architectural Services
- VTC – MWBE/SBE/DBE certified, Baggage Handling System Consultant

This Team has worked together on multiple aviation projects. Currently the GRAEF Team is working on a baggage handling expansion project at VPS. Our team's first-hand knowledge of the site and existing and proposed systems provides a distinct benefit to VPS regarding speed and efficiency of the design. There will be zero learning curve with our team. Additionally, our team's intimate knowledge of the proposed BHS expansion design aligns distinctly with the Construction Administration portion of the project's scope. There is no one better to provide Construction Administration services on a project than the designer of record as it drastically reduces risk for the owner.

GRAEF, Corgan, and VTC have provided similar terminal expansion services and baggage handling system projects as outlined in this RFQ for numerous airports throughout the nation. Examples include:

- Fort-Lauderdale Hollywood International Airport Terminal 1 Expansion
- Fort-Lauderdale Hollywood International Airport Terminal 1 Baggage Handling System / Checked Baggage Inspection System
- Fort-Lauderdale Hollywood International Airport Terminal 1 CBRA Expansion
- Fort-Lauderdale Hollywood International Airport Terminal 3 Ticket Lobby Expansion
- Fort-Lauderdale Hollywood International Airport Terminal 3 Concourse Expansion and Baggage Handling System
- Fort-Lauderdale Hollywood International Airport Terminal 3 Curbside Baggage Handling System
- Fort-Lauderdale Hollywood International Airport Terminal 4 Checked Baggage Inspection System



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- Palm Beach County International Airport Baggage Handling System
- Orlando International Airport Parking Garage Lighting Retrofit
- Kansas City, MO Airport Baggage Handling System
- General Mitchell International Airport Baggage Screening Improvements Phase 2
- General Mitchell International Ticket Counter Modifications
- San Angelo Regional Airport – Mathis Field Terminal Renovation
- East Texas Regional Airport Terminal Master Plan
- Dallas Love Field In-line BHS & Screening System & Inbound Baggage Claim
- Lambert St. Louis International Airport Facility BHS/CBIS
- Oakland International Airport CBIS Recapitalization
- Blue Grass Airport Consolidated BHS and Building Modifications
- Southwest Florida International Airport BHS Design and CA Services related to Terminal Expansion
- Tallahassee Regional Airport BHS Design Services for International Passenger Facility
- Omaha Eppley Airfield Terminal Modernization Program
- Nashville International Airport Multiphase Terminal Expansion
- Easterwood Airport Ticket Counter and Inbound/Outbound System Concept Design
- Los Angeles International Airport New Ticket Counters and Admin/ATO Space T5/T6

We are extremely familiar with the Federal Aviation Administration, Transportation Security Administration, Okaloosa County, and the Florida Department of Transportation standards and criteria, safety plans, security requirements, and Airport Improvement Program (AIP) and Passenger Facility Charge (PRC) funding eligibility programs.

Sustainability, quality and creativity are integral parts of our designs. Our commitment to creating high caliber, efficient designs is achieved through skilled personnel and personal attention during every phase of a program. In addition, we are experienced and proficient in working with budgetary and schedule constraints which allows us to provide the most versatile designs to meet your financial and calendar needs.

The GRAEF Team pledges as your partner to do our very best to provide superior design services for Okaloosa County and the Destin Fort Walton Beach International Airport in order to bring this project expansion to a successful conclusion.

Sincerely,

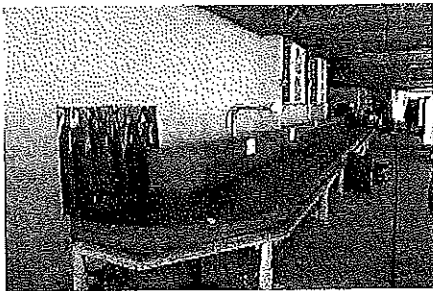
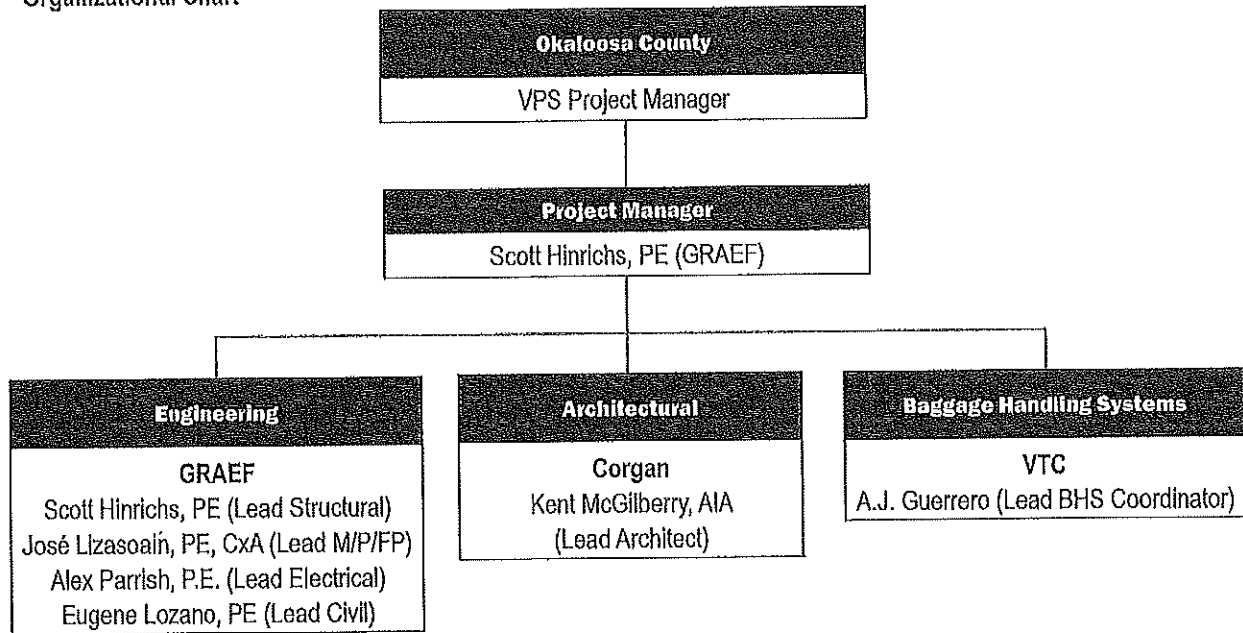
Scott D. Hinrichs, P.E.
Principal, Vice President
scott.hinrichs@graef-usa.com
Direct: 407 / 659 6533

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2. Organizational Chart/ Key Personnel

Organizational Chart



Experience of Project Team at VPS

GRAEF, Corgan, and VTC are currently the project team working on the baggage handling expansion at the Destin-Fort Walton Beach Airport (VPS) for Okaloosa County, Florida. On this project, GRAEF is providing site/civil, mechanical, electrical, plumbing, fire protection, and structural engineering, Corgan is providing architectural services, and VTC is the baggage handling system (BHS) consultant.



This proposed terminal expansion will take place directly north of our existing BHS project. There will be important aspects of coordination between the two projects. Our team's first-hand knowledge of the site and existing and proposed systems provides a distinct benefit to VPS regarding speed and efficiency of the design as our team will be able to hit the ground running and quickly catch up the terminal expansion design to the BHS design so that the project can ultimately be bid and constructed as part of one package. There will be zero learning curve with our team. Additionally, our team's intimate knowledge of the proposed BHS expansion design aligns distinctly with the Construction Administration portion of the project's scope. There is

no one better to provide Construction Administration services on a project than the designer of record. These reviews and observations by the designer of record reduces risk for the owner as well as ensures that the design intent is met throughout all phases of construction the first time without change orders and that nothing is lost in translation.





Scott Hinrichs, P.E.

Project Manager, Lead Structural Engineer

Education

MBA, Management, Roosevelt University, Chicago, IL
B.S., Civil Engineering, Valparaiso University, Valparaiso, IN

Certifications

Professional Engineer - Florida No. 67810

Scott has more than 24 years of experience and is a Principal and Vice President at GRAEF. His responsibilities include oversight of all technical aspects, project management of fast-paced multi-disciplined projects, maintaining a Quality Management Program including thorough QA/QC reviews, and assuring client satisfaction throughout a project.

Scott has worked on the majority of GRAEF's Florida aviation projects. He is currently the project manager for the engineering portion of the BHS expansion at VPS. He has also been the multi-discipline project manager for numerous terminal modernization projects at FLL Terminal 3 and BHS/CBIS additions in FLL Terminals 1, 3, and 4, the parking garage lighting retrofit projects at MCO, and FedEx Warehouse expansion and Building 3030 design at MIA. Other projects include AA Maintenance Storage HVAC Repair and Ramp Restroom Renovations and SWA Control Room Emergency Power.



Kent McGilberry, AIA

Lead Architect

Education

B.A., Texas A&M University, College Station, Texas

Certifications

Architect - Texas

Kent has over 20 years of experience, focused exclusively in the area of aviation. Kent will serve as project architect with a particular focus on technical design of the building envelope and coordination with consultants. He will be involved in the construction contract administration effort and as well as provide design and technical continuity through all phases of service.

Kent's aviation project experience includes the VPS BHS Expansion currently in progress as well as FLL Terminal 3 CBIS/BHS, PBI BHS Replacement and New In-Line Baggage Screening System, DAL American Airlines Terminal Improvement, various terminal expansions and renovations at DFW, and TSA baggage screening implementations at various airports across the United States.



Alfredo Guerrero

BHS Coordinator

Education

B.S., Professional Aeronautics with minors in Aviation Safety & Technical Management, Embry-Riddle Aeronautical University, Fort Worth, Texas

With over 18 years of experience, A.J. supports the design and construction of Baggage Handling Systems (BHS), Checked Baggage Inspection Systems (CBIS) and passenger screening systems. He brings extensive BHS technical and operational expertise, lessons learned, and insights. A.J. will focus on safeguarding the quality and timely delivery of BHS solutions while proactively addressing the challenges or deploying airport systems in the midst of ongoing operations and driving compliance with the client's required specifications and schedule.

A.J. is currently providing BHS services at VPS for an expansion. He has also worked on developing, upgrading, and expanding BHS/CBIS systems at FLL, JAX, SEA, IND, LAX, DFW, BWI, SMF, and CMH.



José Lizasoain, P.E., CxA

Lead Mechanical/Plumbing/FP Engineer

Education

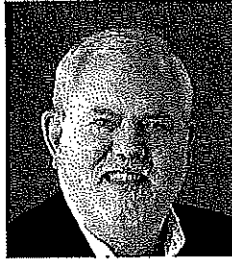
M.S., Mechanical Engineering, The George Washington University, Washington, DC
B.S., Mechanical Engineering, Polytechnic University of Puerto Rico, San Juan, Puerto Rico

Certifications

Professional Engineer - Florida No. 60785, Certified Commissioning Authority No. 1105-101

With over 23 years of experience, José is very experienced with ASHRAE standards, the Florida Building Code, TSA rules and regulations, and the process of commissioning. He measures successful design solutions based on maximizing cost effectiveness, energy efficiency, low maintenance, and sustainability.

José's project experience includes being the M/P/FP engineer-of-record for the VPS BHS expansion, FLL BHS/CBIS Terminals 3 and 4, and FLL Terminal 3 Modernization projects. He is also working at MCO on the American Airlines (AA) Maintenance Storage HVAC Repair, AA Ramp Restroom Renovations, and Southwest Airlines Control Room Emergency Power projects and at MIA for the FedEx Warehouse/Office expansion and Building 3030 design.



Alex Parrish, P.E.

Lead Electrical Engineer

Education

B.S., Electrical Engineering, University of Central Florida, Orlando, FL

Certifications

Professional Engineer - Florida No. 87322

Alex has over 26 years experience having provided full electrical design of large-scale projects, including power distribution, lighting design, fire alarm, generators, and site electrical design. Alex is proficient in various CAD programs including 3D design, power distribution and lighting design, short-circuit and voltage drop calculations, site power distribution, lighting, lift station design, and HVAC electrical design utilizing controls, starters, and VFDs. He is also familiar with NEC/NEMA/ANSI/IEEE/IEC and other Standards.

He is currently working on the VPS BHS expansion, MCO Lighting Retrofit for Terminal A, and MIA FedEx Warehouse/Office expansion, and MIA Building 3030 design. Past project experience includes MCO South Terminal C and Orlando-Sanford International Terminal Renovations and Additions.



Gene Lozano, P.E.

Lead Site/Civil Engineer

Education

B.S., Civil Engineering, 1972, Ohio State University, Columbus, OH

Certifications

Professional Engineer - Florida No. 20705

Gene has over 43 years of experience in Florida associated with design and construction related projects involving complex geometrics, substantial drainage evaluation and design features, permitting, traffic engineering, utility coordination, work schedules, agreements and utility relocation plans, maintenance of traffic plans, and site design.

Gene is currently providing site/civil engineering at VPS for the expansion to their BHS. His other project experience includes BHS/CBIS upgrades for both Terminals 3 and 4 at FLL, Terminal 3 Gate F1 at FLL, the Terminal Top and Parking Garages A and B Lighting Retrofit at MCO, and MIA Building 3030 design.

Experience with Project Management and Construction Phase Services

Effective management of a project is enhanced through clear communication with all stakeholders. Verbal and written communication channels are important to assure the efficient passage of information. The function of the PM is to manage the project process and interact directly with the client representative. The PM has access to, and is responsible for, all the resources necessary to accomplish the work required on a project. The PM is accountable for the overall management of the project, schedule of production, monitoring of the project budget, project coordination, and is the direct communication link between the client and the technical team, both internal and sub-consultants. Scott Hinrichs, P.E. will be the PM for this Project. Scott has over 24 years experience as well as experience working directly at VPS as the engineering PM for the BHS Expansion project, so he is extremely familiar with VPS staff and procedures. Scott will work directly with VPS and Okaloosa County and oversee the entire project Team and technical execution, including our sub-consultants.

As part of our construction administration duties, the GRAEF Team will quickly and thoroughly review shop drawings and answer any RFIs during construction in a prompt manner to keep construction moving. In addition to a preconstruction conference and observations, the GRAEF Team will be available for any public meetings or progress meetings with VPS stakeholders that the County may deem necessary. Final punch lists and project closeout will be coordinated through the County and include close out documents and the preparation of as-built drawings as necessary. A final meeting after project closeout will be held with the staff to solicit feedback on project performance and discuss lessons learned for future projects.

Lessons Learned

- FLL Terminal 3 Expansion: Providing face-to-face communication with building officials to resolve permitting comments expedites the process exponentially.
- MKE Baggage Handling System: Including all of the stakeholders in regular design progress meetings, in workshops on phasing design, and in construction coordination meetings was very successful.
- FLL Terminal 1 BHS/CBIS: GRAEF was in an unusual position where we were taking over for the

previous designer who was let go from the project. This required critical coordination and negotiation with building officials and the fire chief. Gaining their confidence and support was important to the success of the transition.

- FLL Terminal 3 Ticket Lobby Expansion: Full team integration was necessary for facilities to remain open and operational during the tightly choreographed phased construction process, which allowed team members to shift terminal functions from one area of the site to another in order to maintain a full flight schedule throughout the project.

Working Knowledge

GRAEF is ranked 26 in Building Design + Construction's Top 55 Airport Terminal Engineering and E/A Firms. GRAEF has provided engineering services for multiple airports including Orlando International, Fort Lauderdale-Hollywood International, Daytona Beach International, Hartsfield-Jackson Atlanta International, Chicago Midway International, Chicago O'Hare International, General Mitchell International, Baltimore Washington International, Pittsburgh International, and Dane County Regional Airports.

GRAEF is also involved in several FDOT projects. For example, GRAEF currently holds a continuing services contract with FDOT District 2 and is providing services for multiple projects in District 2 as well as District 3.

Along with our internal staff, we have assembled a team of top-notch sub-consultants who will complement our already extensive services. The GRAEF Team is knowledgeable of the processes and procedures required by aviation, like VPS and TSA, and DOT agencies and are proficient in completing a thorough set of design and construction documents while maintaining operations.

Each member of the GRAEF Team is currently working on projects involving airport authorities, Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and the Florida Department of Transportation (FDOT). We are extremely familiar with the rules and regulations of these public/governmental agencies such as:

- Badging requirements/procedures
- Design and construction criteria and policies
- Permitting and coordination

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3. Project Approach and Understanding

Expanding an existing Ticketing Lobby while simultaneously replacing an operational baggage handling screening (BHS) system is a very complex project within an already complex construction environment of a working airport terminal. Our team has successfully performed these intricate projects which require precise phasing, multiple stakeholders, TSA Review, building codes, construction and installation constraints. All of this project complexity must be performed while keeping the paramount important aspect of airport operations within a secure and safe environment.

Understanding the Project

As the new front door to the Airport, our team will focus on the full passenger experience this expansion project will provide. This experience includes interaction with many components of the terminal: the view and aesthetic of the terminal as the passenger arrives, the curbside drop-off area and protection from the elements provided by the exterior canopies, new sidewalks and entry vestibules into the expanded ticketing hall, and passenger circulation to ticketing functions.

Working with the stakeholders, we have the capacity to lead the planning of determining the types of check-in process (traditional, self service ticketing with bag drop, self-service bag-tagging, and mobile device check-in) that an airline may want to implement or grow in the future. Any ticketing modifications must also address the aesthetic and passenger flow issues that provide the users an enjoyable and efficient experience. In addition, our team will study existing restroom facilities throughout the terminal to calculate additional restroom needs within the building expansion. New restroom facilities will meet current building codes and integrate materials that are both aesthetically pleasing as well durable and easy to maintain. Our team designs to a holistic, life-cycle approach geared toward the long-term performance of the new terminal spaces.

Current Knowledge of the Project and VPS

With our team's involvement in the current BHS Expansion project at VPS, we are aware of multiple additional studies that will have to occur to support this Terminal Expansion project. One study that is anticipated has to do with emergency power capacity. There are two existing generators on-site; however, existing documentation shows three generators in use. We have not been able

to locate documentation showing what happened to one of the 300KW Kohler generators and its associated loads. We anticipate that an electrical study will have to be performed to understand which loads are on what generators and what their remaining capacities are to determine if an additional generator will be necessary for this Terminal Expansion project as well as the BHS Expansion project.

Another study that is anticipated has to do with the existing main electrical service currently serving the existing terminal to determine if there is enough capacity to support the Terminal Expansion project. We have been able to obtain load information from Gulf Power for the existing transformers serving the existing terminal and the Baldwin building (the existing building adjacent to the existing generators), but this does not give detail regarding the actual load on the two existing main services in the existing terminal.

Another study that is anticipated has to do with the existing HVAC serving the existing baggage handling screening room. This equipment is approaching its useful life, and it may make sense to replace these units during construction in the adjacent areas. It is anticipated that this study will also investigate the existing airline ticket offices and existing ticket lobby to see if any additional items of note make sense for action at this time and if replacement systems can be incorporated into new systems anticipated as part of the Terminal Expansion project.

Work Plan

Our Team approach is to develop a detailed work plan at the start of the project which supports the needs of VPS and its stakeholders. This work plan development is a key management tool used to assure that all work is completed on time and in the order necessary to facilitate the design process and procurement schedule. It incorporates identified milestones where collaborative efforts and meetings with owner and stakeholders will benefit the design process and provide owner/stakeholder input and concurrence. An important part of our design approach is establishing an inclusive process. The process we envision will ensure that, as the project develops, each member of the Project Team and VPS, is satisfied that all project goals and objectives are being met. We want to fully understand VPS's goals for the project and their vision of the changes to the ticketing hall.

Project Approach

Upon selection and project assignment, GRAEF will organize a kick-off meeting between appropriate staff including the Project Manager, Discipline Leaders, appropriate staff from our sub-consultants, VPS, the County and any other necessary stakeholders to introduce key players in the project to each other face-to-face and establish camaraderie among stakeholders. This meeting will ease common barriers that may hinder future communication and coordination.

Our Team will then perform an onsite investigation as well as review any documentation available in order to prepare design development documents which will further define the project scope and how we recommend implementing the solution on a set of drawings. We will evaluate lead times of equipment and estimate a schedule to meet the Authority's needs. If equipment needs to be ordered in advance to meet deadlines, we can assist the Authority in preparing the necessary procurement package. We will then meet with the Authority and review these documents so that details can be discussed.

Our team will then design development documents and the resulting discussions and quickly turn them into construction documents. Our CDs will include extensive details and notes on the plans to show the installers what is expected during construction, including a schedule of observations.

Construction Administration

As part of our construction administration duties, our team will quickly and thoroughly review shop drawings and answer any RFI's during construction in a prompt manner to keep construction moving. In addition to a preconstruction conference and the required observations, our staff will be available for any additional site visits, public meetings, or progress meetings that VPS and the County may deem necessary. Final punch lists and project closeout will be coordinated through the VPS and the County and include close out documents and the preparation of as-built drawings as necessary. A final meeting after project closeout will be held with the staff to solicit feedback on project performance and discuss lessons learned for future projects.

Quality Assurance

GRAEF has effectively used a Quality Management Plan (QMP) on other successful projects to ensure the goals of these projects were achieved, and we intend to apply our QMP to this project as well. The QMP will be used to outline and identify procedures that will be followed to verify project quality and completeness.

The QMP will be made up of three distinct sections: Project Start-up; Deliverable Review; Project Close-out. The Deliverable Review section ensures that items being submitted to the County for review have undergone a thorough internal review by senior staff in the appropriate discipline prior to submittal. These reviews will ensure that deliverables are complete, consistent, clear, conform to County, FAA, FDOT, TSA, other agency requirements, and include sufficient details and recommendations that are feasible and constructible. The reviews will further verify that there are no conflicts between disciplines. This review process will consist of five complete steps: (1) Author/Designer Review; (2) Check; (3) Correct; (4) Verify; (5) Certify

Additionally, as the prime consultant of this Team, GRAEF understands that we are responsible for the quality of work from our subconsultants. As a result, GRAEF will review all work and verify that a QA/QC process similar to the one we use is being used by our subconsultants.

Stakeholder Involvement

As with all terminal projects the standard best practice of planning the project involves defining goals, confirming project scope, budget and schedule. BHS projects especially require the establishment of clear stakeholder communication to allow development of detailed and educated phasing plan. Phasing plans require stakeholder concurrence. Regular status updates need to be provided for stakeholders to keep this group support during the difficult phases of implementation. Design workshops, team web conference calls and periodic partnering meetings are imperative to the process. On site design workshops early in the process will clarify VPS's; goals, expectations, program requirements, project vision, and measurements for project success. Team meetings will keep the various members apprised of progress, define steps ahead, and keep issues from slowing down the project.

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4. Past Performance

FLL Terminal 3 Ticket Lobby Expansion

GRAEF provided structural and M/P/FP engineering services and Corgan provided architectural design services for the relocation of existing airport offices, expansion of the existing ticket lobby, and modification of the existing structure to accommodate new baggage systems and layouts. As part of a Terminal Modernization initiative, the GRAEF/Corgan team assisted the Broward County Aviation Department and JetBlue Airlines in expanding and modernizing the existing ticket lobby from a traditional stand-in-line queuing system where JetBlue agents checked you in and tagged your luggage to a self-service kiosk system where the passengers checked themselves in, tagged their own luggage, and dropped off their own bags. This new system and layout not only extensively opened up the space and eliminated passenger pinch points, but it increased JetBlue's operational capacity and improved the customer experience by not having to wait in line as long.

The project was on an extremely aggressive schedule as the Owner needed it completed prior to holiday travel rush starting Thanksgiving, 2015. The GRAEF/Corgan team was able to meet this schedule as well as stay on budget.

Contact:

Broward County Aviation Department (BCAD)

Mr. Richard Welch

Project Manager

Phone: (954) 359-2317

Email: rwelch@broward.org



FLL Terminal 3 Concourse Expansion and BHS/CBIS

GRAEF, Corgan, and VTC were on a design-build team for a new Terminal Concourse Expansion and Checked Baggage Inspection System/Baggage Handling System (CBIS/BHS) in Terminal 3 at Fort Lauderdale-Hollywood International Airport (FLL) to service JetBlue Airways. GRAEF provided structural, mechanical, plumbing, fire protection, and civil engineering services, Corgan provided architecture, and VTC was the baggage handling system consultant. The scope of the project included the design and construction of new facilities, as well as alteration and additions to existing facility spaces and systems, modifications to underground utilities, a new shell space for future JetBlue offices and collaboration space, a new outbound baggage handling system, and a new in-line baggage screening system capable of screening 3,200 bags per hour. The GRAEF/Corgan/VTC team had to take into account detailed phasing and coordination to mitigate impacts on airline and airport operations.

The Date of Beneficial Use (DBU) and TSA Integrated Site Acceptance Test (ISAT) passed in June 2016, four-months ahead of the original schedule. The final project was completed in December 2016, which was five months ahead of the original schedule.

Contact:

AvAirPros

Mr. Debra Shore

Managing Director – Technical Services

Phone: (954) 374-9370

Email: d.shore@avalrpros.com



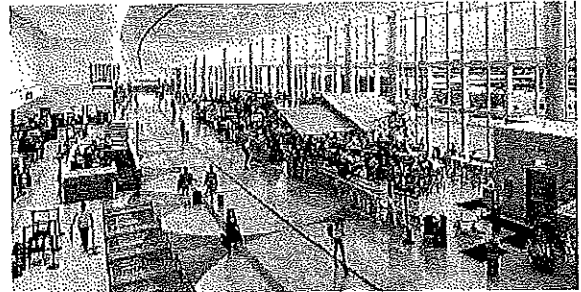
FLL Terminal 1 Expansion

To support double-digit International passenger growth at Fort Lauderdale-Hollywood International Airport (FLL) and enhance the passenger experience, Corgan provided architecture and GRAEF provided construction administration services for the Terminal 1 expansion including Concourse A which provides five new swing gates for flexibility of international and domestic arrivals. Concourse A also includes an 800 pax/hour CBP with related sterile collecting corridors, meeter and greeter lobby, major concessions expansion, airline support spaces, five new holdrooms and the expansion of two others and the associated aircraft paving. The existing Terminal 1 is also being expanded airside with an 80,000-square foot court expansion built above the existing baggage handling area. This airside court optimizes passenger circulation by connecting Concourses B and C with intuitive wayfinding elements in addition to new concessions, new restrooms, and a new centralized 12-lane security checkpoint. This centralized checkpoint supports long-term growth and streamlines throughput by eliminating the congestion of independent concourse checkpoints which previously

served as both the entrance and exit. The project was completed while maintaining existing operations, including screening. GRAEF also provided M/P/FP and structural engineering for the expansion of the existing Checked Baggage Reconciliation Area with an ultimate goal to double the amount of inspection tables.

Contact:

Southwest Airlines
Ms. Denise McElroy
Senior Manager-Corporate Facilities
Phone: (214) 792-6366
Email: Denise.Mcelroy@wnco.com



FLL Terminal 1 BHS/CBIS

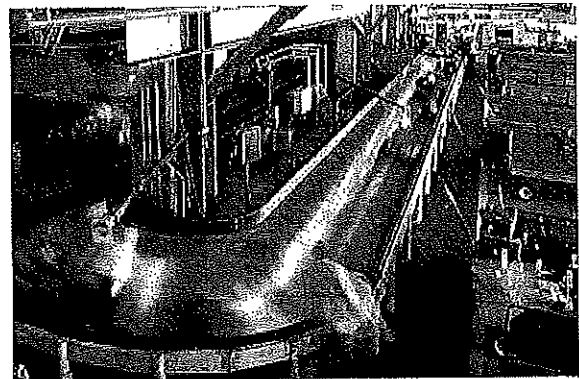
GRAEF performed engineering, architectural design and project management services and VTC provided baggage handling system consultant services for baggage and screening upgrades at the Fort Lauderdale/Hollywood International Airport, Terminal 1. The project included the design of mezzanines and support facilities to accommodate new automated screening operations and conveyors within the existing baggage handling space. GRAEF also remodeled other existing support spaces and the existing baggage carousel operations. Structural design included the conveyor and equipment platforms and evaluation of existing structural systems. Structural systems were designed and coordinated to limit interferences with ongoing operations of the area.

\$32,000,000. The Date of Beneficial Use (DBU) for the project was July 2011 which was ahead of the final agreed upon date.

Contact:

Southwest Airlines
Ms. Denise McElroy
Senior Manager-Corporate Facilities
Phone: (214) 792-6366
Email: Denise.Mcelroy@wnco.com

The design was done concurrently with construction already underway, coordinating with the contractor, keeping shop drawings, RFI's and plan reviews moving so as to not impede construction progress.



This project was brought in on time and within budget. The overall, final project cost, and budget were both

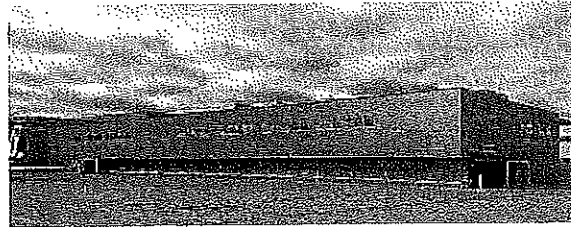
General Mitchell International Airport Terminal New Facility and Baggage Handling System

GRAEF managed and provided mechanical, electrical, plumbing, fire protection, structural, and site/civil engineering services and VTC was on the GRAEF team as the baggage handling consultant. The design included a remodel and upgrade of the baggage screening operation to provide better integration into the ticketing and bag check process as well as a new support facility for the terminal.

In June of 2014, the new system became fully operational with a conveyor belt behind the ticket counter that now takes the bags to the 24,000 SF building addition on the secured side of the airport. In this new building, the bags are screened by one of four new automated EDS machines that can each handle up to 750 bags per hour. The new matrix facility blends into the existing terminal building in a seamless manner. It solves many issues within the TSA personnel work environment.

The project's final cost was approximately \$4 million under the original budget and was completed ahead of schedule.

Contact:
Milwaukee County
Mr. Timothy Kipp
Managing Engineer-Design
Phone: (414) 747-5716
Email: tkipp@mitchellairport.com



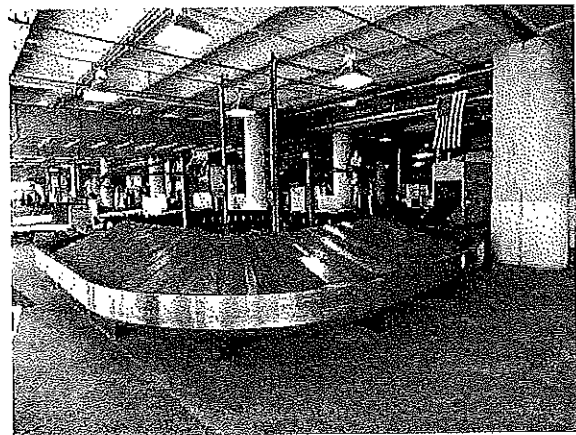
Palm Beach International Airport BHS/CBIS

As part of an overarching airport improvement program, the Palm Beach County Department of Airports and TSA elected to build an automated in-line CBIS at PBI to better support the airport's baggage handling operation and improve TSA operating efficiency through TSA's Recapitalization and Optimization Program. The work included outbound baggage conveyance systems, TSA screening systems, inbound baggage claim devices, electrical modifications and power distribution systems, and all terminal building and systems modifications to support the implementation of these improvements. The new BHS was designed to process up to 2,800 bags per hour.

VTC contracted with Corgan, the Prime Consultant, to participate in planning and design for this project and developed system demand forecasts, alternatives analysis, cost effectiveness studies, simulation modeling and design packages at 30%, 70% and 100% for the proposed CBIS in accordance with PGDS v4.0.

The project was completed in an existing operating terminal/bag room environment at PBI. It was constructed in less time than the original projected duration and under budget.

Contact:
Palm Beach County Department of Airports
Cindy Portnoy
Project Manager
Phone: (561) 471-7411
Email: cportnoy@pbia.org



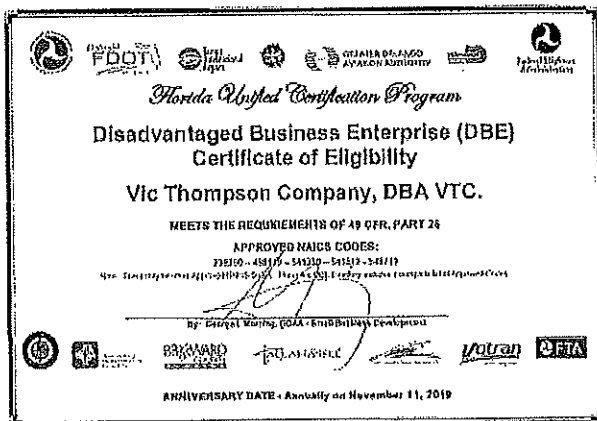
GRÄEF



5. M/WBE/SBE Partnership

GRAEF is committed to meeting Disadvantaged Business Enterprise goals as required for this project. We have included on our team VTC, which is a certified DBE, SBE, and M/WBE (see copies of certifications below).

GRAEF has worked on numerous projects and contracts where we have included DBE companies on our team. One example includes our current continuing contract with Orange County. For each of the 14 projects we have done under the contract, a DBE subconsultant has provided a portion of the services. We provide quarterly documentation of our DBE goals to Orange County during all phases of the projects.



Orlando International Airport
8850 B Cargo Road
Orlando, Florida 32817-4399
Phone: (407) 325-7133
Fax: (407) 325-3474



Orlando International Airport
8850 B Cargo Road
Orlando, Florida 32817-4399
Phone: (407) 325-7133
Fax: (407) 325-3474

October 18, 2018

Mrs. Christine Horton
Vic Thompson Company DBA VTC
3761 New York Avenue
Suite 140
Arlington, TX 76014

Small Business Enterprise (SBE) Certification
Expiration Date: November 11, 2019

Dear Ms. Horton:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, Vic Thompson Company DBA VTC has been certified as Small Business Enterprise (SBE) under the Authority's Small Business Enterprise Policy.

Please be advised that SBE certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise (DBE) Policy promulgated pursuant to the Department of Transportation's regulations, or the Authority's Local Disadvantaged Business Enterprise (LDBE), Small Business Enterprise (SBE) or Service Disabled Veteran Owned Business Enterprise (SDOVBE) Policies.

SBE certification is NOT a guarantee of work, but enables the firm to compete for and perform, restricted work on all Authority projects as an SBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Your company's SBE certification with the Authority will be effective through November 11, 2019. For recertification in the next 11 year period you must reapply for SBE certification. Your renewal application should be submitted 60 days prior to expiration of your current certification. You may consult the your renewal application online at <http://goat.com/compliance.com>.

If there is a material change in the firm including, but not limited to ownership, officers, directors, scope of work, being unlicensed, daily operations, affiliations with other business or individuals or physical location of the firm prior to your renewal date you must promptly notify this office in writing. Information should include supporting documentation.

Congratulations on your SBE certification. Your renewal date is October 11, 2019. Please contact our office at 407-325-7133 or dba@goat.com if you have any questions or if we can be of any assistance.

Sincerely,

George L. Murray
Director, Small Business Development Department

October 18, 2018

Mrs. Christine Horton
Vic Thompson Company DBA VTC
3761 New York Avenue
Suite 140
Arlington, TX 76014

Minority/Women Business Enterprise (M/WBE) Certification
M/WBE Expiration Date: November 11, 2021

Dear Ms. Horton:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, Vic Thompson Company DBA VTC has been certified as a Minority/Women Business Enterprise (M/WBE) under the Authority's Minority/Women Business Enterprise Policy.

Please be advised that this certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise Policy promulgated pursuant to the Department of Transportation's regulations, or the Authority's Local Disadvantaged Business Enterprise (LDBE), Small Business Enterprise (SBE) or Service Disabled Veteran Business Enterprise (SDOVBE) Policies.

M/WBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, restricted work on all Authority projects as an M/WBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Your company's M/WBE certification with the Authority will be effective through November 11, 2021. For recertification in the next 11 year period you must reapply for M/WBE certification. Your renewal application should be submitted 60 days prior to expiration of your current certification. You may consult your renewal application online at <http://goat.com/compliance.com>.

If there is a material change in the firm including, but not limited to ownership, officers, directors, scope of work, being unlicensed, daily operations, affiliations with other business or individuals or physical location of the firm prior to your renewal date you must promptly notify this office in writing. Information should include supporting documentation.

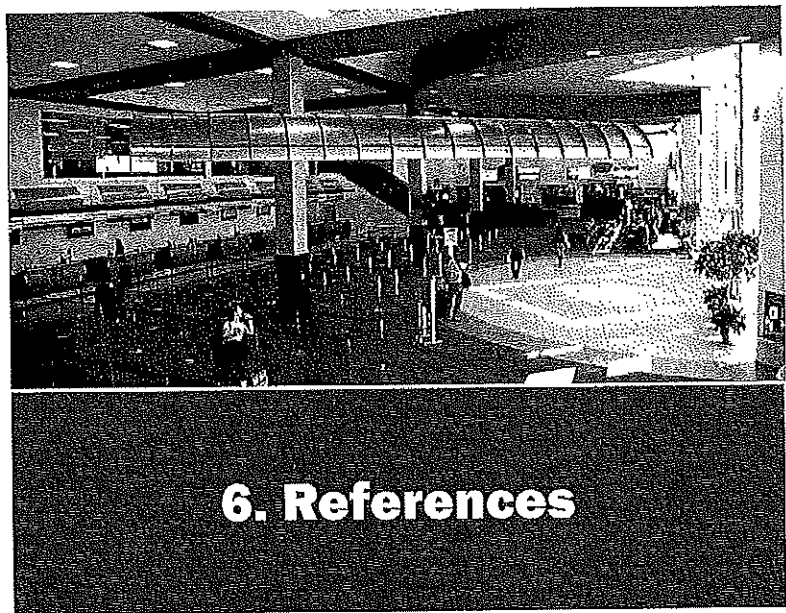
Congratulations on your M/WBE certification. Your renewal date is October 11, 2021. Please contact our office at 407-325-7133 or dba@goat.com if you have any questions or if we can be of any assistance.

Sincerely,

George L. Murray
Director, Small Business Development Department



GRÄEF



6. References



Broward County Aviation Department (BCAD)

Mr. Richard Welch

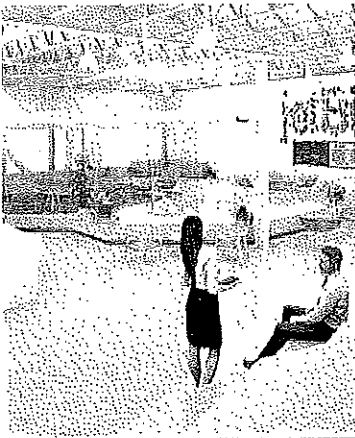
Project Manager

Phone: (954) 359-2317

Email: rwelch@broward.org

The GRAEF/Corgan/VTC team provided design services for a ticket lobby expansion in Terminal 3 at FLL. Work included the relocation of existing airport offices, expansion of the existing ticket lobby, and modification of the existing structure to accommodate new baggage systems and layouts.

GRAEF has provided services for over 15 projects for BCAD at FLL.



AvAirPros

Mr. Debra Shore

Managing Director – Technical Services

Phone: (954) 374-9370

Email: d.shore@avairpros.com

The GRAEF/Corgan/VTC team provided design services for a multi-story terminal expansion in Terminal 3 to house a new Checked Baggage Inspection System/Baggage Handling System on the lower level to service JetBlue Airways. Work included new facilities as well as alteration and additions to existing facility spaces and systems, modifications to underground utilities, a new outbound baggage handling system, and a new in-line baggage screening system capable of screening 3,200 bags per hour.



Southwest Airlines

Ms. Denise McElroy

Senior Manager-Corporate Facilities

Phone: (214) 792-6366

Email: Denise.Mcelroy@wnco.com

The GRAEF and Corgan worked on an expansion of the existing Checked Baggage Reconciliation Area at FLL. The ultimate goal was to double the amount of inspection tables.

Additionally, GRAEF and VTC has worked together on a BHS/CBIS expansion for Terminal 1 at FLL, a new Baggage Handling System at MKE, and a BHS feasibility study and cargo rack foundations design at BWI.

GRAEF has provided services for over 30 SWA projects.

Exhibit B - Detailed Scope of Work Services and Fee Schedule

2300 Maitland Center Parkway
Suite 210
Maitland, FL 32751
407 / 659 6500
407 / 659 0609 fax
www.graef-usa.com



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September 19, 2019

Jesica Darr
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

Subject: RFQ NUMBER: AP 63-19
Aviation Engineering Design, Bidding, and Construction Phase Services
for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS)
Fee Proposal

Dear Ms. Darr:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to Okaloosa County (Client). This proposal is for services for RFQ Number AP 63-19, Aviation Engineering Design, Bidding, and Construction Phase Services for Terminal Expansions at the Destin-Fort Walton Beach Airport (VPS) (Project).

It is our understanding that the nature of the Project is to provide design services for a new ticketing facility expansion at the Destin-Ft. Walton Beach Airport in Valparaiso, Florida. It is our further understanding that the proposed facility expansion (approximately 8,200 square feet) will be located just west of the existing ticketing facility and north of the current BHS expansion project. It is our further understanding that the expansion will include new restrooms and a shell space for airline access to a new oversized screening area being constructed as part of the BHS expansion project. It is our further understanding that the Project includes permitting and bidding services, coordination services, grant services, and construction services for the terminal expansion as well as the Baggage Handling System (BHS) expansion project.

For this Project, GRAEF proposes to provide the Basic Scope of Services as identified in RFQ Number AP 63-19, Page 4 and as specified below:

1. Design

Structural

- o It is assumed that structural materials used will be similar to the adjacent structure.
- o It is assumed that the expansion will be single-story construction and will not match the adjacent existing terminal design with vaulted high-volume ceilings and clerestory windows.
- o It is assumed that the structure will not be designed for a future vertical expansion.
- o It is assumed that the project will include extensions of the existing canopy from the drop off lane to the new west vestibule.
- o It is assumed that the project will include relocation of the existing smoking canopy to the west of the new expansion and replacement with a fabric shade.

Civil:

- o It is assumed that parking lot configuration/stripping west of expansion will be designed by GRAEF.
- o It is assumed that parking lot access gates (if necessary) will be designed by GRAEF.
- o It is assumed that apron access gate will be designed by GRAEF.
- o It is assumed that a topographic survey will be provided by a subconsultant of GRAEF (see attached from Gustin, Cothorn, & Tucker, Inc.)



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Mechanical/Plumbing/Fire Protection:

- o Project includes study of the existing HVAC serving the existing baggage handling screening room. This equipment is approaching its useful life, and it may make sense to replace these units during construction in the adjacent areas. Proposal includes design of a new HVAC unit in existing baggage handling screening room.
- o It is assumed that the air conditioning/heating of the terminal expansion will be designed for full use of entire space regardless of certain portions remaining unutilized in short term (i.e. ticketing belt area).

Electrical:

- o Project includes study of emergency power capacity. There are two existing generators on-site; however, existing documentation shows three generators in use. As part of the BHS Expansion project, GRAEF has not been able to locate documentation showing what happened to one of the 300KW Kohler generators and its associated loads. An electrical study will be performed as part of this Project to understand which loads are on what generators and what their remaining capacities are to determine if an additional generator will be necessary for this Terminal Expansion project as well as the BHS Expansion project. GRAEF proposes that load metering be performed by others (see attached from Bearden Electric, Inc.) to verify how much load is being utilized at each existing generator. GRAEF will coordinate with this vendor on the information desired. Once the information is available, the study will be performed and a report will be prepared specifying the power utilized and distribution at each generator. Proposal excludes design of a new generator if determined to be necessary.
- o Project includes study of the existing main electrical service currently serving the existing terminal to determine if there is enough capacity to support the Terminal Expansion project. As part of the BHS Expansion project, GRAEF has been able to obtain load information from Gulf Power for the existing transformers serving the existing terminal and the Baldwin building (the existing building adjacent to the existing generators), but this does not give detail regarding the actual load on the two existing main services in the existing terminal. GRAEF proposes that load metering be performed by others (see attached from Bearden Electric, Inc.) to verify how much load is being utilized at each existing main service. GRAEF will coordinate with this vendor on the information desired. Once the information is available, the study will be performed and a report will be prepared specifying the power utilized and distribution at each generator. Proposal excludes design of a new service if determined to be necessary.

Architecture: (see attached from Corgan Architects)

BHS: (see attached from VTC)

2. Permitting/Bidding

3. Coordination

4. Grant Services



5. Construction Administration

Engineering (all disciplines):

- Perform construction site visits and prepare field reports/punchlists.
 - 9 regular field visits (assumes 1 person every other month, includes pre-bid and pre-construction meetings)
 - 3 Structural visits (assumes 1 person @ Phases 1, 2, and 4)
 - 3 Civil visits (assumes 1 person @ Phases 1, 2, and 4)
 - 3 Mechanical/Plumbing/Fire Protection visits (assumes 2 people @ Phases 1, 2, and 4)
 - 3 Electrical visits (assumes 1 person @ Phases 1, 2, and 4)

Architecture: (see attached from Corgan Architects)

BHS: (see attached from VTC)

Assumptions

- Power is available from a nearby building.
- There is sufficient capacity for new restrooms within existing system.
- Proposal excludes the following:
 - Design of Structured Cabling (Voice/Data/CATV).
 - Environmental investigations/permitting.
 - Threshold inspection.
 - Design of landscape/irrigation.
 - Soil testing.
 - LEED services.
 - Application and permit fees.
 - Resident Project Representative (RPR) services. Proposal assumes that there will be a competent RPR assigned to the project provided by the Client or others that our team will be able to interface with regularly. Proposal further assumes that the RPR will provide on-site meeting leadership and documented meeting minutes, project and schedule coordination, distribution and tracking of all submittals and RFI's to appropriate design firms (not just distribution to GRAEF for dissemination among the design team), and daily observations with photographs and documentation. If it is determined that more time and trips are needed by the design team to handle on-site coordination and tasks, we will work with the Client to develop a solution which may result in a request for additional services and fees.



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For this Project, GRAEF will endeavor to perform the proposed Basic Scope of Services per the below proposed schedule. It is further assumed that the construction for the Terminal Ticketing Expansion will occur concurrently with Phases 1 and 2.

Task Name	Duration
15% Concept	20 days
60% Deliverable	25 days
90% Deliverable	30 days
100% Deliverable	20 days
Permitting/Bidding	65 days
Construction: Phase 1	120 days
Construction: Phase 2	120 days
Construction: Phase 3	90 days
Construction: Phase 4	30 days

- Phase 1: Building expansion area
- Phase 2: Existing make-up area
- Phase 3: Ticket counter areas to existing screening room
- Phase 4: Close-out

For this Project, it is our understanding Client will provide the following items and/or information:

- Access to site.
- Existing facility drawings and electronic background files as needed.
- Owner design standard documents.
- Applicable plan review and permit fees.
- Environmental/contamination assessment (if applicable).
- Geotechnical report with recommendations for foundations.
- Resident Project Representative.

Additional Services

The following is a list of services that can be provided but are not included in the Basic Scope of Services. These services can be provided at your request for additional compensation.

- Perform additional site visits beyond what is specified above.
- Design alternatives or additional options or facility size increases after a concept has been agreed upon between GRAEF and the Client.
- New generator design.
- New electrical services design.
- Resident Project Representative.

Exhibit B- Detailed Scope of Work Services and Fee Schedule



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For all Basic Services related to Tasks 1 through 4, Client agrees to compensate GRAEF as follows: Lump sum fee for Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection, and BHS services for Tasks 1 through 4 = \$538,113.00. This fee is broken out as follows:

1. Design Services:	
a) GRAEF	\$300,633
b) Corgan	\$125,180
c) VTC	<u>\$ 48,486</u>
Subtotal Task 1:	\$474,299
2. Permitting/Bidding Services:	
a) GRAEF	\$ 12,764
b) Corgan	\$ 19,037
c) VTC	<u>\$ 10,840</u>
Subtotal Task 2:	\$ 42,641
3. Coordination Services (included in #2 and #4):	
a) GRAEF	\$ 0
b) Corgan	\$ 0
c) VTC	<u>\$ 0</u>
Subtotal Task 3:	\$ 0
4. Grant Services:	
a) GRAEF	\$ 7,054
b) Corgan	\$ 14,119
c) VTC	<u>\$ 0</u>
Subtotal Task 4:	\$ 21,173
Subtotal Tasks 1 through 4 (Lump Sum):	\$538,113

Exhibit B - Detailed Scope of Work Services and Fee Schedule



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For all Basic Services related to and Task 5 and Expenses, Client agrees to compensate GRAEF as follows: Hourly Not-to-Exceed fee plus expenses for Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection, and BHS = \$920,023.00. This fee is broken out as follows:

5. *Construction Services:*

a) GRAEF	\$184,102
b) Corgan	\$141,319
c) VTC	<u>\$440,950</u>
<i>Subtotal Task 5: \$766,371</i>	

Expenses:

a) GRAEF (includes \$39,300 in subcontractor expenses)	\$ 58,900
b) Corgan	\$ 13,980
c) VTC (includes \$22,800 in subcontractor expenses)	<u>\$ 80,772</u>
<i>Subtotal Expenses: \$153,652</i>	

Subtotal Task 5 and Expenses (Hourly Not-to-Exceed): \$920,023

Total Contract Amount: \$1,458,136

Expenses related to Engineering for Tasks 1 through 5 assumes \$700 per trip (i.e. \$400 airfare + \$150 hotel + \$100 rental car & gas & parking + \$50 meals). Project assumes 28 trips x \$700 = \$19,600. Project assumes 7 trips included in Design Services and 21 trips included in Construction Administration.

Expenses related to Architecture: (see attached from Corgan Architects)

Expenses related to BHS: (see attached from VTC)

Proposal assumes expenses for Tasks 1 through 5 will be itemized on invoices (with receipts attached) and paid at cost.

To accept this proposal, please issue a Purchase Order and return a copy to us. Upon receipt of an executed Purchase Order, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to Okaloosa County.

Sincerely,
Graef-USA Inc.

Scott D. Hinrichs, P.E.
Principal, Vice President

WFS Bldg Expansion		GROUP																										
Process 2, Out Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage		OCT	NOV	DEC	JAN '11	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN '11	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	
12% Concept																												
Design	237	240x11	154x11		DESIGN																							
Review	124	150x11	225x11		REV																							
50% Developable																												
Design	234	150x11	205x11		DESIGN																							
Review	106	210x11	31x11		REV																							
50% Developable																												
Design	234	230x11	111x11		DESIGN																							
Review	128	230x11	31x11		REV																							
100% Developable																												
Design	234	31x11	21x11		DESIGN																							
Permitting/Building																												
Coordination with BAA	204	20x11	27x11		PERMITTING																							
Building Assistance and Negotiation	151	32x11	22x11		BAC/N																							
Phase I (Building Expansion Area & Utility Expansion)																												
CA	1204	13x11	27x11		CA																							
Phase II (Building Make-up Area & Utility Expansion)																												
CA	1254	22x11	22x11		CA																							
Phase III (Building Turret Counter Area to Existing Supporting Pylon)																												
CA	854	31x11	15x11		CA																							
Phase IV (Site O&G)																												
CA	311	18x11	20x11		CA																							

Title	Rate	OCT	NOV	DEC	JAN '11	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN '11	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
P11	Professional	227.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
P2	Professional	218.00	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
P3	Professional	204.00	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
P4	Professional	190.00	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
P5	Professional	174.00																									
P6	Professional	160.00																									
P7	Professional	146.00																									
P8	Professional	132.00																									
P9	Professional	118.00																									
P10	Professional	104.00																									
T1	Technician	111.00																									
T2	Technician	97.00																									
T3	Technician	83.00																									
T4	Technician	69.00																									
T5	Technician	55.00																									
T6	Technician	41.00																									
A	Administrative	28.00	2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	

Hour	308	444	392	450	376	38	14	16	64	36	32	35	134	61	31	35	51	35	134	61	35	51	35	134	61	35	51
Labour Cost	\$ 86,624	\$ 28,463	\$ 57,272	\$ 81,344	\$ 57,614	\$ 4,811	\$ 2,478	\$ 2,404	\$ 11,912	\$ 4,255	\$ 4,326	\$ 4,204	\$ 23,150	\$ 11,617	\$ 6,326	\$ 4,235	\$ 6,294	\$ 4,256	\$ 21,159	\$ 11,612	\$ 6,296	\$ 4,256	\$ 15,674	\$ 7,972	\$ 4,256	\$ 11,612	\$ 7,972
Overhead	\$ 16,574	\$ 10,364	\$ 10,736	\$ 14,534	\$ 10,675	\$ 1,151	\$ 576	\$ 564	\$ 2,727	\$ 955	\$ 972	\$ 942	\$ 4,852	\$ 2,484	\$ 1,311	\$ 911	\$ 1,311	\$ 911	\$ 3,664	\$ 1,956	\$ 1,311	\$ 911	\$ 3,664	\$ 1,956	\$ 1,311	\$ 911	\$ 1,311
Estimated GRANT Expenses		\$ 19,600																									
Estimated Subcontract Expenses		\$ 39,900																									
Total		\$ 543,452																									
Waste		\$ 1,119																									
1. Design		\$ 158,813																									
2. Permitting/Building		\$ 12,764																									
3. Coordination		\$ -																									
4. Overhead		\$ 1,254																									
Lump Sum Subtotal		\$ 322,611																									
S.C.A.		\$ 124,103																									
Estimated Expenses		\$ 53,509																									
Hourly WTE Subtotal		\$ 243,078																									
Total		\$ 109,419																									
WTE		\$ 191,541																									
Organ		\$ 113,975																									
Sum		\$ 1,458,136																									

21 August 2019

VPS BHS Ticketing Hall Expansion and Combined CA Services

Corgan - Architectural Fees

Position	Billing Rates - Year		15% Design (3 wks)		60% Design (4 wks)		90% Design (5 wks)		100% Design (4 wks)		Permitting/Bidding (8 wks)		Grant Services (inc. Closeout, 6 wks)		CA Services (66 wks)		Total Duration (101 wks)		Hrs. per week	% of total hrs	
	2019	2020	2019 Rates		2019 Rates		2019 Rates		2019 Rates		2020 Rates		2020 Rates		2020 Rates		Totals				
			Hrs	Billings	Hrs	Billings	Hrs	Billings	Hrs	Billings	Hrs	Billings	Hrs	Billings	Hrs	Billings	Hrs	Billings			
Corgan																					
Principal	\$ 370.00	\$ 370.00	14	\$ 5,180	10	\$ 3,700	6	\$ 2,220	6	\$ 2,220	28	\$ 9,620	14	\$ 5,180	37	\$ 13,690	113	\$ 41,810	1.12	5.89%	
Project Manager	\$ 165.00	\$ 171.60	18	\$ 2,970	48	\$ 7,920	76	\$ 12,540	16	\$ 2,640	42	\$ 7,207	18	\$ 3,089	268	\$ 45,989	486	\$ 82,355	4.81	25.33%	
Architect	\$ 125.00	\$ 130.00	48	\$ 6,000	96	\$ 12,000	192	\$ 24,000	32	\$ 4,000	17	\$ 2,210	45	\$ 5,850	628	\$ 81,640	1058	\$ 135,700	10.48	55.13%	
Int. Designer	\$ 125.00	\$ 130.00	\$ -	\$ -	48	\$ 6,000	80	\$ 7,500	48	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	156	\$ 19,500	1.54	8.13%	
Specifications Writer	\$ 185.00	\$ 192.40	\$ -	\$ -	4	\$ 740	46	\$ 8,510	8	\$ 1,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	56	\$ 10,730	0.57	3.02%	
Roofing Specialist	\$ 205.00	\$ 213.20	\$ -	\$ -	8	\$ 1,640	8	\$ 1,640	4	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20	\$ 4,100	0.20	1.04%	
QA/QC Manager	\$ 195.00	\$ 202.80	\$ -	\$ -	8	\$ 1,560	12	\$ 2,340	8	\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28	\$ 5,460	0.28	1.46%	
			60	\$ 14,150	222	\$ 33,560	400	\$ 58,750	122	\$ 18,720	85	\$ 19,037	77	\$ 14,119	933	\$ 141,319	1919	\$ 299,655	19.00		
Total Labor Fees						\$125,180.00												\$ 299,655			
Design Travel Expenses	\$ 4,720.00																			\$ 4,720	
C.A. Travel Expenses	\$ 8,260.00																			\$ 8,260	
Misc. Expenses	\$ 1,000.00																			\$ 1,000	
Total Expenses																				\$ 13,980	
Architect Total																				\$ 313,635	

General Assumptions:

1. Remaining Arch. Fees from BHS Expansion Contract \$21,959 (this amount is not included in the estimates above)
2. Remaining trips from BHS Expansion Contract 5 trips (remaining from original 8)

Travel Expenses during Design:

- Assumes use of (5) available trips from BHS Expansion.

Estimated Travel Expenses

15% Design (8hrs per trip)	(1) Trip x P & PM = (2) Trips	\$800 flight	x (4) = \$3,200
At end of 60% Design (16 hrs per trip)	(1) Trip x PM & Arch = (2) Trips	\$200/night hotel	x (4) = \$800
Misc. during 90% Design (16hrs per trip)	(1) Trip x PM & Arch = (2) Trips	\$50 meals	x (4) = \$200
At end of 90% Design (8 hrs per trip)	(1) trip for PM	\$100 rental car	x (4) = \$400
Permitting/Bidding (8 hrs per trip)	(1) Trip x P & PM = (2) Trips	\$30 parking	x (4) = \$120
	(9) Trips Total for Ticketing Expansion Design	\$1,180	Total = \$4,720
	(5) Trips remaining from BHS Expansion		

21 August 2019
 VP BHS and Terminal Expansion
 Architectural Fees - C.A. Services

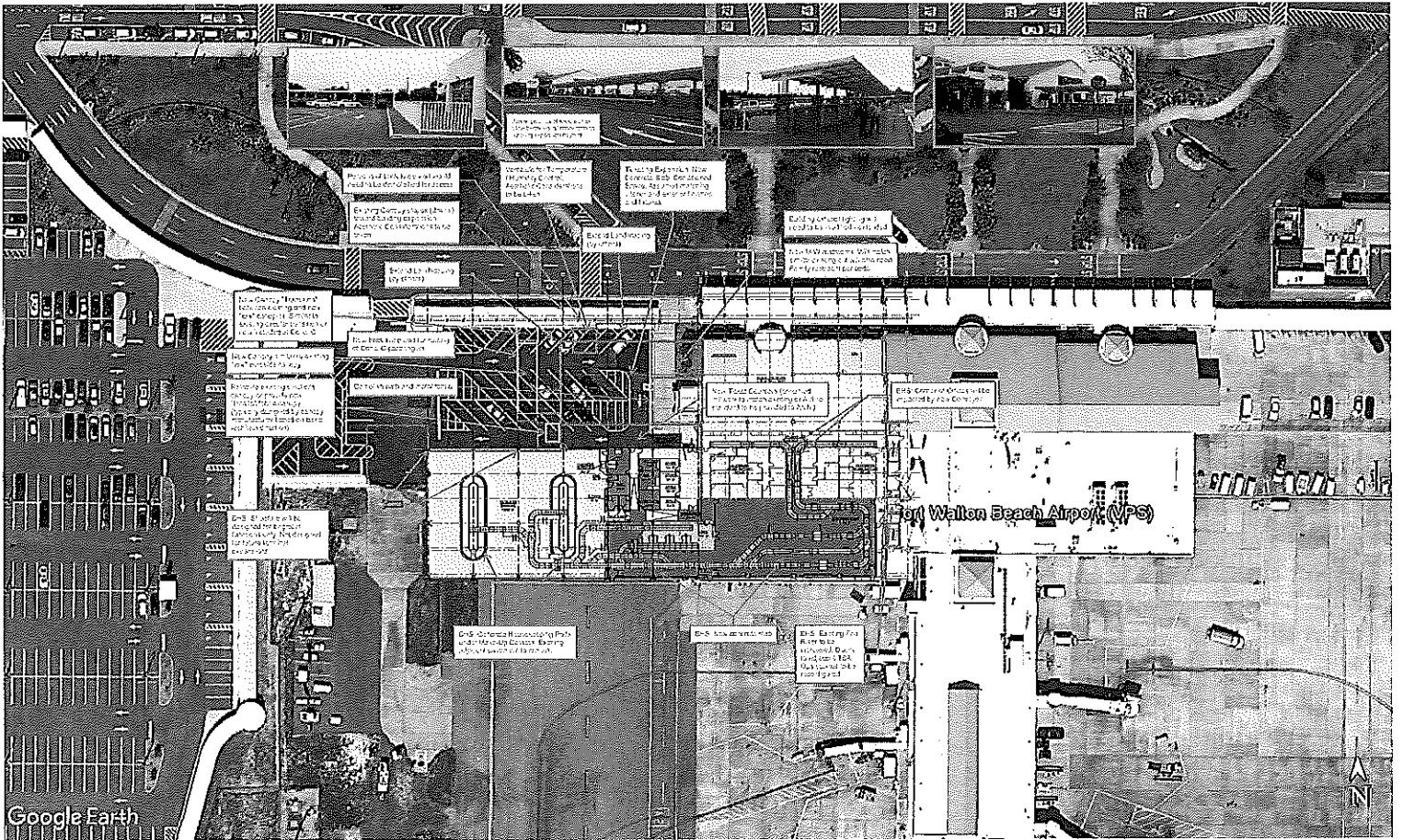
Position	Name	Projected 2020 Billing Rate	72 Weekly Teleconferences	Site Visits (hrs)	Submittal Review (hrs)	RFI Response Review (hrs)	Drawing Revisions	Total Hours	Estimated Labor	Estimated Expenses	Total Estimate
Architect											
	Principal	\$370.00	9		17	11		37	\$13,690		
	Project Manager	\$171.60	54		38	64		156	\$26,770		
	Architect	\$130.00	63		190	175	200	628	\$81,640		
			\$20,786		\$37,511	\$37,802	\$26,000	821	\$122,100		
Site Visit Labor											
	Principal	\$370.00		0				0	\$0		
	Project Manager	\$171.60		112				112	\$19,219		
	Architect	\$130.00		0				0	\$0		
				\$19,219				112	\$19,219		
	Estimated Expenses									\$8,260	
	Architect Total		\$20,786	\$19,219	\$37,511	\$37,802	\$26,000	933	\$141,319	\$8,260	\$149,579

General Assumptions:

- Assumes building / facility construction phase service duration of 17 months
- Participation in 72 estimated weekly coordination meetings via telephone/GoToMeeting when not on site
 - (6) meetings at 1.5 hrs for Principal
 - (36) meetings at 1.5 hrs for PM
 - (36) meetings at 1.75 hrs for Architect (including meeting prep and actual meeting)
- Site Visits for Observation / Punchlist
 - 7 site visits = 4 trips (1 toward end of each main const. phase + 3 misc.)
 - Each visit assumes 16 hrs for PM (including travel time and time on site)

Estimated Travel Expenses

\$800 flight	x (7) = \$5,600
\$200/night hotel	x (7) = \$1,400
\$50 meals	x (7) = \$350
\$100 rental car	x (7) = \$700
\$30 parking	x (7) = \$210
\$1,180	Total = \$8,260



August 23, 2019

Scott Hinrichs
Principal, Vice President
Graef
2300 Maitland Center Parkway, Suite 210
Maitland, FL 32751

Via E-mail

Reference: Design, Bidding & Construction Administration Services for Terminal Expansion
Destin-Fort Walton Beach Airport (VPS)
Okaloosa County RFQ AP 63-19

Subject: Scope of Work and Cost Proposal – R2

Dear Mr. Hinrichs:

VTC offers for your consideration the following professional services to support the terminal and BHS expansions at the Destin – Ft Walton Beach Airport (VPS).

PROJECT SCOPE OVERVIEW

VTC will provide design, bidding and CA services for the facility and BHS expansions at VPS. The design services will coincide with the ongoing BHS expansion, and will blend together for a seamless design package to be used for construction bidding; bid documents will include final design documents and bid schedule to include front end documents, technical specifications and bid set of final plans. Given VTC's leading role in developing the BHS expansion design package, VTC will continue to maintain the design model and develop the design packages for delivery. This will provide the Owner with a smooth transition between designs on the separate contracts.

VTC will also assist the team with bid services, to include analysis and comparison of the bids received in order to provide a recommendation of the most responsible and responsive low bidder. VTC will be providing CA services for the BHS expansion as part of this scope. Specific CA tasks are outlined in the detailed scope of work.



DETAILED SCOPE OF WORK

PART I: DESIGN

VTC will provide professional services for the development of the design packages.

5%/60%/90% Design Phases

VTC will provide be modifying the current CBIS design to include the additional ticket counter conveyor to support the build out of the ticket lobby. In order to maintain a seamless transition between the BHS expansion project scope, and the scope herein, VTC will remain in control of the model and lead the preparation of the design deliverables. This will also provide for the CBIS designer to maintain the lead in the complete design package to TSA at the 100% design stage.

VTC's responsibilities are outlined below:

- A. Provide an additional ticket counter conveyor feed from the new ticket lobby into the existing CBIS design
- B. Maintain model control of the design
- C. Prepare the design documents for all disciplines, to include:
 - 1. Final Architectural, Engineering, and BHS/CBIS plans, sections, elevations, and details
 - 2. Final phasing plans
- D. Attend review and approval meetings with the Owner
- E. Respond to any TSA comments on the 100% Design Package

100% Design Phase (Issue for Bid)

VTC has duplicated this scope from the BHS Expansion Project for reference. Note that VTC did not overlap fees from the BHS Expansion project for this task.

The following activities will occur during the 100% Design Phase.

- A. Prepare 100% Design Documents for all disciplines, to include:
 - 1. Comments from governing authorities for code and permit approval
 - 2. Final Architectural, Engineering, and BHS/CBIS plans, sections, elevations, and details
 - 3. Final phasing plans
- B. Prepare Project Specifications for all disciplines, to include:
 - 1. Architectural, Engineering, and BHS/CBIS specifications including maintenance and warranty information



2. Screening equipment integration requirements
 3. CBIS Description of Operations outlining the basic functional and operational requirements
 4. Specific reference to the responsibility of the BHS contractor to meet TSA-specified CBIS design performance requirements and current CBIS commissioning requirements for final TSA approval
 5. Documentation on the reporting capabilities designed for the CBIS
- C. Prepare final listing of screening equipment to be decommissioned & recommissioned for layout changes
- D. Prepare Final Contingency Plan to:
1. Describe baggage screening contingencies showing other screening methods and mitigation measures for:
 - a. Screening equipment failure
 - b. Conveyance equipment failure
 - c. Loss of utility power
 - d. Unplanned surges in system demand
 2. Describe conditions that would trigger mitigation measures
 3. List protocols for operation
 4. Provide a directory of all project stakeholders with direct responsibilities for operation of the CBIS
- E. Prepare Final Site-Specific Configuration Management Plan
- F. Prepare Contract Document Estimate of Probable Construction Cost and O&M costs
- G. Prepare Final Proposed Project Schedule
- H. Attend Review and Approval meeting with the ILDT to review and approve the BHS/CBIS contract documents
- I. Submit 100% Design Package to TSA for review and approval
- J. Respond to any TSA comments on the 100% Design Package
- K. Prepare 100% Design Documents for all disciplines, to include:
1. Comments from governing authorities for code and permit approval
 2. Final Architectural, Engineering, and BHS/CBIS plans, sections, elevations, and details
 3. Final phasing plans
- L. Prepare Project Specifications for all disciplines, to include:



1. Architectural, Engineering, and BHS/CBIS specifications including maintenance and warranty information
 2. Screening equipment integration requirements
 3. CBIS Description of Operations outlining the basic functional and operational requirements
 4. Specific reference to the responsibility of the BHS contractor to meet TSA-specified CBIS design performance requirements and current CBIS commissioning requirements for final TSA approval
 5. Documentation on the reporting capabilities designed for the CBIS
- M. Prepare final listing of screening equipment to be decommissioned & recommissioned for layout changes
- N. Prepare Final Contingency Plan to:
1. Describe baggage screening contingencies showing other screening methods and mitigation measures for:
 - a. Screening equipment failure
 - b. Conveyance equipment failure
 - c. Loss of utility power
 - d. Unplanned surges in system demand
 2. Describe conditions that would trigger mitigation measures
 3. List protocols for operation
 4. Provide a directory of all project stakeholders with direct responsibilities for operation of the CBIS
- O. Prepare Final Site-Specific Configuration Management Plan
- P. Prepare Contract Document Estimate of Probable Construction Cost and O&M costs
- Q. Prepare Final Proposed Project Schedule
- R. Attend Review and Approval meeting with the ILDT to review and approve the BHS/CBIS contract documents
- S. Submit 100% Design Package to TSA for review and approval
- T. Respond to any TSA comments on the 100% Design Package



PART II: CONSTRUCTION BID & AWARD

The purpose of this phase is to provide "Invitation for Bid" documents and assistance to solicit viable project bids, to evaluate and assess bids received, and to make recommendations for award. At the conclusion of this phase, contract documents ("conformed set") will be issued for construction to the successful bidder. For purposes of this proposal, it is presumed that the BHS/CBIS work and enabling facility modifications will be issued as one bid package.

The following VTC activities will occur during the construction bid and award phase:

- A. Coordinate "front-end" specification requirements
- B. Prepare bid documents for CBIS/BHS work
- C. Attend pre-bid conference
- D. Receive, coordinate and respond to bidder questions (RFIs)
- E. Coordinate, prepare, and make ready for distribution appropriate clarifications and addenda to the bid package
- F. Conduct bid evaluation
- G. Assist in the analysis of proposed alternates and substitutions
- H. Make recommendation for award
- I. Issue construction contract documents to incorporate any changes or clarifications made during the bid period

PART III: CONSTRUCTION ADMINISTRATION

VTC's construction administration services included in the proposal are grouped under functional headings and described as follows:

- A. Construction Meetings:
 - 1. Attend periodic construction meetings onsite or via teleconference.
- B. Construction Site Visits (Quality Assurance) :
 - 1. Conduct site visits at intervals appropriate to the stage of BHS installation to observe the progress of the work and determine if the work is generally proceeding in accordance with the requirements of the contract documents (refer to assumptions).
 - 2. Review components to determine if they are the project approved components and that they are installed as specified.
- C. Quality Control:
 - 1. Review BHSC submittals, including:
 - a. Mechanical and Electrical Component Data Submittal



- b. Mechanical and Electrical Drawing Submittal
 - c. Functional Specification Submittal
 - d. Description of Operation Submittal
 - e. Spare Parts Submittal
 - f. O&M Manual Submittal
 - g. Testing Submittal
2. Respond to contractor's requests for information.
 3. Provide plan and specification clarifications.
 4. Provide technical corrective action guidance.
 5. Provide on-site support for system commissioning.
 6. Provide periodical technical support for coordination meetings.
- D. Review conveyor installation details, such as:
1. Incline and decline angles to see that they confirm with system design
 2. Connecting conveyor gaps to determine that they are not excessive
 3. Proper alignment of conveyors to minimize jam potential
 4. Belt types and speeds are as specified
 5. Verify that vibration control is adequately addressed throughout the BHS
 6. Verify that seismic control is adequately addressed throughout the BHS
 7. Installed components for maintenance accessibility
 8. Placement of tracking photo eyes and detection devices to determine if they are installed in the proper sequence and specified locations
- E. Verify that all hardware is furnished, installed, and tightened as specified
- F. Verify that the BHS functionality is per the project contract documents.
- G. Work with the BHS contractor to identify and correct discrepancies.
- H. Risk Monitoring, Mitigation and Control
1. Expedite the identification of discrepancies between design documentation and approved submittals, and constructed elements through site observation.
 2. Confirm that contractors are performing the installation based on approved contract documents.
 3. Expedite the documentation and notification of discrepancies between design documentation and constructed elements through site observation/QA reports, meetings, meeting minutes, and memos and letters as required.



4. Coordinate and expedite conflict resolution with an aim to avoid irreparable impact to project cost, schedule, or both.

I. Cost, Claims and Change Control:

1. Monitor the project for changes and other cost impacts.
2. Advise the Owner of potential cost impacts and assist with their mitigation.
3. Assist in the review, evaluation and documentation of claims and change requests, and submit recommendations for acceptance or rejection.
4. Assist in negotiating Contractors' proposals, and if accepted, prepare Change Orders and Construction Change Directives.

J. Schedule Control:

1. Review the contractor's comprehensive project and phasing schedules with the contractor, project design & management teams, and other appropriate stakeholders to confirm proper sequencing of activities.
2. Identify and formally communicate key phasing issues that may adversely impact the installation of the BHS.

K. Participate in Substantial Completion inspections and issue Certificate(s) of Substantial Completion.

L. Participate in punch list preparation and inspections, and confirm that all deficiencies and non-compliant items noted by VTC have been satisfactorily resolved by the BHSC.

M. Review Record Drawings submitted by the contractor.



COMPENSATION

The total proposed compensation for labor and expenses is \$581,048. A summary of the fees is shown in Figure 1 on the following page. The detailed cost breakouts are shown in Attachment A.



Prepared for Graef Proposal for Professional Services Design, Bidding, and Construction Phase Services for Terminal Expansions VPS Design, Bidding & CA Services Revision 2, dated: August 23, 2019 VTC Proposal No. PRFLVPS19698						
COST SUMMARY	15% Design (Concept)	60% Design	90% Design	100% Design	Permitting & Bidding	CA Services
Labor Costs	\$ 5,250.00	\$ 24,786	\$ 14,730	\$ 3,720	\$ 10,840	\$ 440,950
Other Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ 1,042	\$ 56,930
Travel and Per Diem	\$ -	\$ -	\$ -	\$ -	\$ 1,042	\$ 56,930
Sub Consultant(s) Costs	\$ -	\$ -	\$ 22,800	\$ -	\$ -	\$ -
Proposed Costs by Task	\$ 5,250.00	\$ 24,786	\$ 37,530	\$ 3,720	\$ 11,882	\$ 497,880
Total Design Fee						\$71,286
Permitting & Bidding						\$11,882
CA Services						\$497,880
Total Proposed Fee						\$581,048
Period of Performance (Weeks)	5	6	7	4	13	72

Figure 1: Cost Summary



PROPOSAL ASSUMPTIONS

The following assumptions have been made in preparing this proposal:

- A. VTC assumes that the additional ticket counter conveyor line will be added as part of the lobby expansion task. VTC's design fees and services derive from the current CBIS design modification, maintaining model control, design package assembly and delivery, and additional design schedule.
- B. This proposal is offered on a Lump Sum basis for the services described herein. Additional costs resulting from changes to scope or schedule will be submitted for approval.
- C. Travel expenses for site visits to VPS are based on the following trip durations (inclusive of transit time) and personnel:
 1. Design – No trips are expected for VTC
 2. Construction Bid and Award:
 - a. Project Manager – (1) trips/(2) days/(1) staff
 3. Construction Administration:
 - a. Project Manager – (8) trips/(2) days/(1) staff
 - b. Engineering – (7) trip/(2) days/(1) staff
 - c. Field Engineers – (25) trip/(4) days/(1) staff
 4. Any additional trips to the site or trips to other distance locations that are requested by client will be invoiced and reimbursed at actual cost incurred.
- D. The total duration of the proposed design services is planned to be 107 weeks, inclusive of design, bidding and construction. Milestones are as follows:
 - a. 5% Design – 5 weeks
 - b. 60% Design – 6 weeks
 - c. 90% Design – 7 weeks
 - d. 100% Design – 4 weeks
 - e. CA – 72 weeks
- E. The VTC Team has accommodated for overlapping tasks/durations in estimating level of effort, personnel resources, and travel expenses. It is understood that the phasing and durations are subject to change based on coordination between our work and that of the Project Design Team, and may offer an opportunity for further economies.
- F. The VTC Team is entitled to rely upon the accuracy and completeness of all information and data provided to the Team. The Team will not be responsible for the consequences of any error or omission contained therein.



Thank you for allowing us to support Graef and Okaloosa County on this project. We look forward to working together to make the project a success for Okaloosa County and all project stakeholders. Please let us know at your earliest convenience if you have any questions regarding this proposal.

Sincerely,

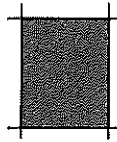


Alfredo J Guerrero
Director of Projects

Attachments: Attachment A – VTC Hourly Fee Breakdown – R2



Bearden Electric, Inc.



ELECTRICAL CONTRACTORS

Industrial

Commercial

Pole Line

Service Work

Effective June 1, 2019

TIME/MATERIALS RATE SCHEDULE

LABOR RATES

Engineering/Estimating.....Each: \$101.00/hour
 Field Superintendent/Jobsite/Foremen/
 First Electrician on Job.....Each: \$91.00/hour
 Journeymen Electricians-2nd Electrician on Job.....Each: \$87.00/hour
 Apprentices/Helpers.....Each: \$82.00/hour

EQUIPMENT RATES

**Bucket Truck, Line Truck, Excavator.....Each: \$81.00/hour
 Electric Lift, 40KW Diesel Generator Set.....Each: \$31.00/hour
 (Not including operator – 2 hour minimum)
 **Bucket truck can go to 52 feet high/additional charges if taller...Discounts: \$551.00/8 hr. day

MATERIAL RATES

Electrical materials, including permits, are charged at cost + tax+ 18% handling. Pricing for major items will be furnished in advance of ordering, if requested. A travel fee will be charged: \$31 up to 20 miles, \$42.00 from 21 to 40 miles and \$52.00 greater than 40 miles.


>>>>>>>Note: Overtime rates are 1-1/2 times the hourly rates shown above<<<<<<<<<

Mileage over 10 miles will be charged @ \$0.74/mile for pick-up trucks and \$1.02/mile for heavy trucks or pick-up trucks with trailers.

*Unless otherwise noted, all Service Calls will have a \$30.00 service fee admin charge Please call in advance for scheduling. The work will be subject to prior commitments.

*A 3% service fee will be added to all payments made by credit card

THIS RATE SHEET IS CONSIDERED CONFIDENTIAL INFORMATION.



 Gary Bearden, CEO

Accepted: _____

Billing Address: _____

(P) _____ (F) _____

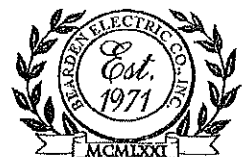
Visa/M'card #: _____

Card Holder: _____

Expiration Date: _____



NOTE: Email correspondence between GRAEF and Bearden Electrical on 8/20/19 estimated this effort at \$30,000.00 utilizing the above referenced rates.



Telephone: 850-863-2131 • P.O. Box 849 • Fort Walton Beach, Florida 32549/0849
 Fax# 850-863-2136 • E-mail: Richard@beardenelectric.com • Gary@beardenelectric.com
 State Cert. Elect. Contr. #EC0000327, EC13002474 & ER13013475



GUSTIN, COTHERN, & TUCKER, INC.

SURVEYING & MAPPING

121 Hart Street | Niceville, FL 32578

Phone: (850) 678-5141 | Fax: (850) 729-2460 | www.gct-survmap.com

Proposal for Professional Services

Client Information

Name:	Scott D. Hinrichs, PE Principal, Vice President	Date:	August 21, 2019
Company:	GRaEF-USA	Business:	407 / 659 6500
		Cell:	407 / 920 8696
Address:	2300 Maitland Center Parkway, Suite 210 Maitland, Florida 32751	Email:	Scott.hinrichs@graef- usa.com

Project Information

Project Name: VPS Airport Terminal Expansion
Project Location: Okaloosa County, Florida

Task Number and Description:

- 1) Prepare limited topographic survey of west side on terminal building (see attached), survey to include all visible evidence of utilities, and all above ground improvements
- 2) Terrestrial LIDAR scan of west end on terminal.
- 3) Contours interval of 1' or .5' as applicable, all data will be in NAVD '88 and NVD 83.


TOTAL: \$7,800.00

Notes:

- 1) Quality Level "B" SUE services (by others), if required, please allow \$1,500.00 (if done in accordance with topographic survey)
- 2) Please see attached Fee Schedule and Contract Notes,

Gustin, Cothern & Tucker, Inc.

GRaEF-USA



Allen E. Tucker, PSM, President

Scott D. Hinrichs PE, Principal

8/21/2019

Date Signed

Date Signed

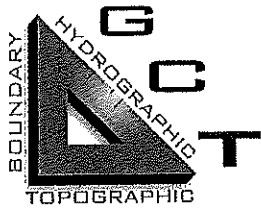
Topographic survey in this existing canopy area. We will be tying into existing building and canopy.

Identify location of parking features/gates/fences/light poles as these features will be impacted by the expansion.



Topographic Survey in this existing overhang area including location of existing columns.

Topographic Survey in this existing open area.



GUSTIN, COTHERN & TUCKER, INC.

SURVEYING & MAPPING

121 HART STREET – NICEVILLE, FLORIDA 32578

(850) 678-5141 VOICE – (850) 729-2460 FAX

www.GCT-SurvMap.com

GCT FEE SCHEDULE

April
2018

<u>Staff Member</u>	<u>Rate/Hour</u>
Principal	\$175.00
Surveyor	\$150.00
Senior Survey Technician/AutoCAD*	\$100.00
Senior Survey Technician/Survey Coordinator	\$100.00
Survey Technician/AutoCAD	\$75.00
Survey Technician	\$75.00
Administration	\$60.00
2 Man Survey Crew (equipment & supplies)	\$165.00
3 Man Survey Crew (equipment & supplies)	\$180.00
4 Man Survey Crew (equipment & supplies)	\$195.00
GPS RTK Crew (1 man, Base, Rover, equipment & supplies)	\$150.00
GPS RTK Crew (2-Man, Base, Rover, equipment & supplies)	\$275.00
GPS RTK Crew (3-Man, Base, 2 Rovers, equipment & supplies)	\$350.00
GPS Static Crew (4-Man, 4 receivers, 4 Vehicles, equipment & supplies)	\$450.00
Hydro Crew - Single Beam (2-Man with necessary equipment)*	\$250.00
Per Diem (if necessary, will be based on GSA Rate Schedule)	TBD

* 2 hour minimum

CONTRACT NOTES:

1. Project Management due to coordination with client's outside consultants, coordination for any permits, coordination with any State, County or City representatives and construction schedules, contract consulting, and construction cost estimates are not included in this proposal.

Such coordination and project management will be billed hourly. (See fee schedule) 2. Any revisions after site plan approval or other changes performed by Client, Client's representative or any State, County or City representatives after the project has been submitted resulting in unexpected hours spent by Consultant will be billed hourly according to listed rates in addition to the lump sum cost.

3. Hourly charge subject to one-hour minimum, except two hours minimum for field crews. 4. All work will be terminated and 1.5% per month charged on accounts more than 30 days overdue.

4. A non-refundable retainer fee of 20% of the lump sum fee will be required prior to start of work when it is more than \$5,000.00. (A retainer fee of 30% will be required prior to start of work when lump sum fee is less than \$5,000.00)

5. This proposal does not include any environmental permitting. Any work associated with such permitting, i.e.: project management, AutoCadd drafting, survey crew work will be negotiated under a separate contract or billed hourly.

GENERAL CONDITIONS OF CONTRACT

REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses.

1. Long distance telephone, e-mail, and cable charges.
2. Special mailings and shipping charges.
3. Special materials and equipment unique to the project.
4. All fees required by local, State or Federal agencies.

SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates. Such rates will be negotiated.

INCREASES

In this contract, rates indicated are valid for 6 months. Fee schedule increases made by our firm on an over-all Client basis will be applied to work on all projects as they become effective. Notification will be given 60 days prior to any changes. This does not apply to lump sum fee contracts if work is completed within one year of this contract.

ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned services. Consultant will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. Client has the option of meeting Consultant's field crew on the site during operations if necessary. If the Client desires, we will restore any damage to the site and add the cost of restoration to the fee.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. A more detailed separations of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice

date. Client agrees to pay the Consultant a finance charge of 1½ per cent per month, or the maximum rate allowed by law, on past due account. The client's obligation to pay for the work contracted is in no way dependent upon client's ability to obtain financing, zoning or approval of governmental or regulatory agents, or upon client's successful completion of the project or other contingency. **CONSULTANT RESERVES THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.**

DEFAULT

In the event of suit to effect collection for services rendered, Client will pay all reasonable attorney's fees and court costs.

HAZARDOUS WASTES

Consultant shall not provide any services relating to the investigation, detection, abatement, replacement, discharge, and installation of removal of asbestos or any other toxic or hazardous material; pollution control; or compliance with environmental hazardous waste laws, statutes, regulation codes or ordinances.

SUCCESSORS AND ASSIGNS

The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this proposal in respect to all of the terms and conditions of this proposal. Neither the Client nor the Consultant shall assign his interest in this proposal without the written consent of the other.

DOCUMENTS

All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of the Client.

EXCLUSIVITY

Services provided within this proposal are for the exclusive use of the Client for the project only, except for AutoCadd files which will remain the property of the consultant. The Site Contractor that is awarded the bid will be provided with up to five sets of plans at no additional cost.

WARRANTIES

Consultant makes no warrant, either expressed or implied, as to his findings, recommendations, specifications, or professional advice except that these were promulgated after being prepared in accordance with generally accepted engineering and/or surveying practices and under the direction of registered professional engineers and/or licensed land surveyors.

RESTAKING

In the event that an act of God or parties other than Consultant destroy any staking, Client shall pay for the cost of restaking.

ABANDONMENT

In the event all or any portion of the work prepared, or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed at a percentage of the lump sum contract amount, equal to the portion of the project completed, not less than the retainer fee and not to exceed any maximum contract amount specified herein.

Exhibit "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.

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.

- a. 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

- c. 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, 2009 (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-

- a. Enrollment in the E-Verify program; or
 - b. 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.
- a. 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.
 - b. 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.
 - c. 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>.
 - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. 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
 - iii. 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.