



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 :		

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	X	X	6057508580	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 15,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
B	AUTOMOBILE LIABILITY	X	X	6057508594	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<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						BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6057508630	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						Gen Aggregate \$ 10,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	6057508627	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N					N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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 RE: RFQ AP 63-19, Aviation Engineering Design, Bidding, and Construction Phase Serv (VPS))

Okaloosa County is additional insured with respect to General Liability & Automobile Li in favor of additional insured applies to General Liability, Automobile Liability and Work

CONTRACT#: C21-3082-AP
GRAEF-USA, INC.
A&E SERVICES TO EXPAND BAGGAGE CLAIM AT DESTIN-FWB VPS AIRPORT
EXPIRES: 450 Calendar Days from NTP

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 BETWEEN OKALOOSA COUNTY, FLORIDA
AND Graef USA, Inc.**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 18th day of May, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Graef USA, Inc. a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 39-1083592.

RECITALS

WHEREAS, the County is in need of a contractor to provide A&E Services to design a terminal expansion addition on the east side of the existing main terminal facility in order to expand the capacity of the baggage claim lobby. Additions to this area include a relocated east entrance, space for expansion of rental car ticket counters and customer que, expanded baggage claim lobby, two additional sloped plate baggage claim carousels, and replacement of the existing two baggage claim flat plate carousels; and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Qualifications to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Seven hundred-sixty-six thousand, four-hundred and seventy Dollars (\$766,470.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Procurement RFQ AP 05-20, Contractor's Response and Scope Fee Proposal;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "D" – Scrutinized Companies Certification;
- Attachment "E" – Special Conditions – Additional Federal Requirements;
- Attachment "F" – Grant or Agreement Executed FDOT Grant, G1H42;

**CONTRACT #: C21-3082-AP
GRAEF USA, INC.
A&E SERVICES TO EXPAND BAGGAGE
CLAIM AT DESTIN-FWB VPS AIRPORT
EXPIRES: 450 CALENDAR DAYS FROM NTP**

2. Services. Contractor agrees to perform the following services: **1) provide design services to include development of plans, specifications, permitting, and any other required documentation to ready the project for bid; 2) provide grant phase services to include supporting exhibits, quarterly reports for any design grants (projected to be funded with FDOT grant), and assistance with preparation of grant applications or other documents as needed; 3) coordinate design with internal and external agencies including particularly County Growth Management and the FAA among others during the project design phase. The firm's engineer of record (EOR) should also be available to answer clarifications or requests for information (RFIs) during project construction either by one, or more, of the following entities: the construction Respondent and/or the construction, engineering, and/or inspection (CEI) services firm; 4) provide bid phase services including pre-bid meeting preparation and execution, clarifications to designs or specifications, draft bid addenda as necessary, bid evaluation, recommendation of award, production of a conformed plan set, and any other services requested during project bidding.** The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin at contract execution and expire **450 Calendar days** from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. Additionally, the project design documents must be complete and ready for bid within 280 calendar days from the date of contract execution. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of **Seven hundred-sixty-six thousand, four-hundred and seventy Dollars (\$766,470.00)** as outlined specifically in the scope and fee proposal.

- a. Contractor shall submit an invoice to the County monthly for services completed through the end of each month. The compensation will be based upon the submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for services and articles delivered and accepted. Invoices must show Contract number. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

The following are reimbursable expenses associated with this Agreement:

Not-to-Exceed fee for expenses for Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, and BHS. This fee is broken out as follows: *Expenses:*
a) GRAEF (includes \$9,000 in subcontractor expenses) \$ 18,750
b) VTC \$ 1,827
Subtotal Expenses: \$ 20,577

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default

remains uncured after ten (10) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign

immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

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

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

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

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Tracy Stage 1701 State Road 85 North Eglin, A.F.B. 32542-1498 1-850-651-7160	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Scott Hinrichs 2300 Maitland Center Parkway Suite 210 Maitland, FL 32751 1-407-659-6500	

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

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor 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 and attached hereto as Attachment “C”.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, 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.

c. 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.

d. 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 County or other governmental entity 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 County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. 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 County 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 County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

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

18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

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

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

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

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

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating

to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination

concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as G1H42 Executed PTGA (attached as Attachment "F" and incorporated herein by reference). Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

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

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.


31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

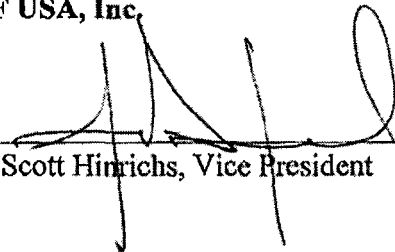
This Agreement will be effective on May 18, 2021 (which is the Effective Date of the Agreement).

WITNESS:

GREAF USA, Inc.



Signature

BY: 

Scott Hinrichs, Vice President

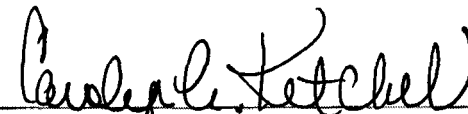
José Lizasoain
Print Name

ATTEST:

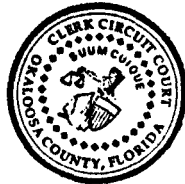
OKALOOSA COUNTY, FLORIDA



fd J.D. Peacock II, Clerk of Courts

BY: 

Carolyn N. Ketchel
Chairman, Board of County Commissioners



December 20, 2019 @ 3PM

prepared for
Okaloosa County Purchasing Department

RFQ AP 05-20
GRAEF USA, INC.
ATTACHMENT A
PROCUREMENT RFQ AP 05-20 AND
CONTRACTOR'S RESPONSE

**AP 05-20, Aviation Engineering Design, Grant & Bid
Phase Services to Expand Baggage Claim at the
Destin-Fort Walton Beach Airport (VPS)**

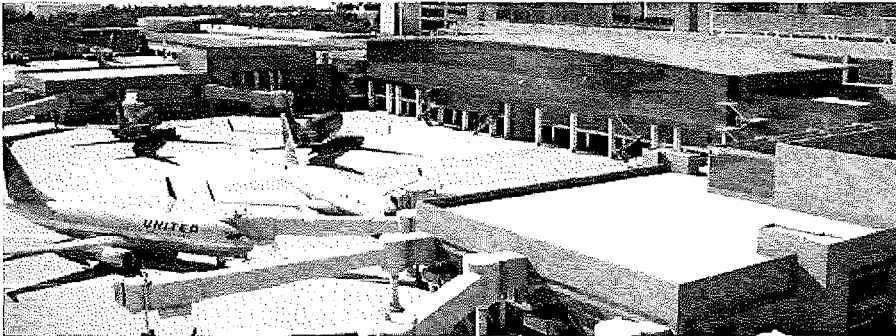


Table of Contents

Section 1

Letter of Interest

Section 2

Organizational Chart and
Description of Key Personnel

Section 3

Area of Expertise

Section 4

Past Performance on Airport Terminal Projects

Section 5

References

Section 6

Required Forms

GRAEF



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

Aviation Engineering Design, Grant & Bid
Phase Services to Expand Baggage Claim at
the Destin-Fort Walton Beach Airport (VPS)

RFQ NUMBER:

RFQ AP 05-20

ISSUE DATE:

November 18, 2019 8:00 A.M. CST

LAST DAY FOR QUESTIONS:

December 3, 2019 3:00 P.M. CST

RFQ OPENING DATE & TIME:

December 20, 2019 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" and "RFQ Number". 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): 391083592

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: 12/18/2019

NOTICE TO RESPONDENTS

Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)

RFQ AP 05-20

The Okaloosa County Board of County Commissioners request proposals from interested respondents detailing their qualifications and experience to provide **Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)**.

Entities desiring consideration should provide one (1) original and a thumb drive with all information in single unencrypted document in 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 original hard copies must have original signatures in blue ink.**

The qualification document is available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

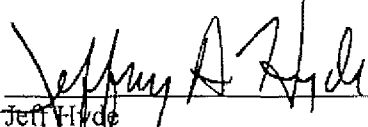
RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **December 20, 2019 @ 3 P.M. (C.S.T.)** in order to be considered. All qualifications received after the stated time and date and will not be considered.

All qualifications must be in sealed envelopes reflecting on the outside thereof "**Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)**." Failure to mark outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm 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 negotiated agreement that is in its best interest and its decision will be final.

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

All submittals should be addressed as follows:
Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS).
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536


Jeffrey A. Hyde
Purchasing Manager

11/14/19
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes
Chairman

Letter of Interest

December 20, 2019

**Aviation Engineering Design, Grant & Bid Phase Services to Expand
Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)**
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

our core purpose
To improve the physical
environment for the
benefit of society in a
sustainable manner.

Dear Selection Committee Members:

GRAEF has experience being involved in significant baggage and terminal expansions at various international and regional airports throughout the United States. GRAEF wants to assist Okaloosa County in expanding the baggage claim system at 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 31 years. GRAEF has over 260 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. GRAEF is currently ranked 26 in Building Design + Construction's Top 55 Airport Terminal Engineering and E/A Firms.

GRAEF will provide architectural design along with mechanical, electrical, plumbing, fire protection, structural, and site/civil engineering services for this project. Complementing GRAEF's technical expertise will be firms that we have established working relationships with:

- VTC – MWBE/SBE/DBE certified, Baggage Handling System Consultant
- Gustin, Cothorn and Tucker, Inc. - Survey Services

Both of these firms are currently on the GRAEF Team for the VPS Ticketing Terminal Expansion project. Additionally, GRAEF and VTC are also currently working on a baggage handling expansion project at VPS. Our team's first-hand knowledge of the site and existing and proposed building and infrastructure systems provides a distinct benefit to VPS regarding speed and efficiency of the design. Additionally, our team's intimate knowledge of both the terminal and BHS systems further provides a unique advantageous approach to this scope. There will be zero learning curve with our team.

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 project. 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 looks forward to continuing our relationship with Destin-Fort Walton Beach International Airport and pledges as your partner to do our very best to provide superior design services for Okaloosa County, the Aviation Authority, airport staff, and it's many passengers in order to bring this project expansion to a successful conclusion.

Sincerely,

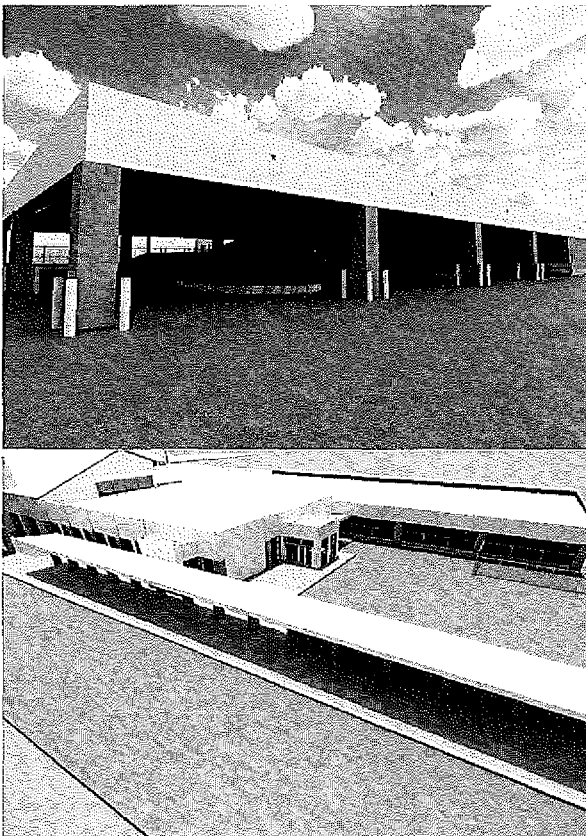
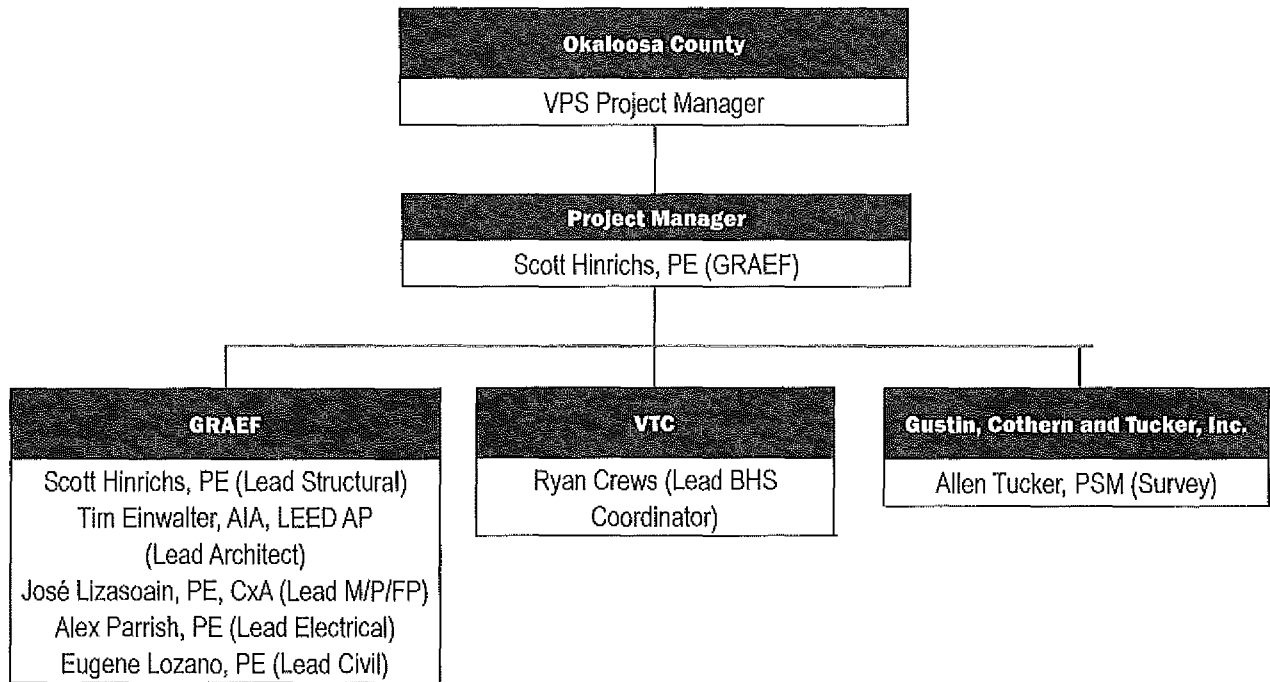


Scott D. Hinrichs, P.E.

Principal, Vice President

scott.hinrichs@graef-usa.com / Direct: 407 659 6533 / Cell: 407 920 8696

Organizational Chart and Description of Key Personnel



Experience of Project Team at VPS

GRAEF 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, and VTC is the baggage handling system (BHS) consultant.

Additionally, GRAEF is the Prime consultant working directly for Okaloosa County on the VPS Ticketing Terminal Expansion project currently in design. The GRAEF project team includes VTC as the BHS consultant as well as Gustin, Cothorn and Tucker, Inc. for Survey services. Along with being the overall project manager for this expansion, GRAEF is also providing site/civil, mechanical, electrical, plumbing, fire protection, and structural engineering on the project.



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 also currently the Project Manager for the Ticketing Terminal Expansion project at VPS. Additionally, 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.



Tim Einwalter, AIA, LEED AP

Lead Architect

Education

B.S., Architectural Studies, University of Wisconsin-Milwaukee, Milwaukee, WI
Certificate of Urban Planning, University of Wisconsin-Milwaukee, Milwaukee, WI

Certifications

Architect - Colorado, Kentucky, Texas, West Virginia, Wisconsin; LEED Accredited Professional

Tim is a licensed architect with over 23 years of experience having worked at airports throughout the United States. He has an excellent track record for large-scale project management and code/regulation adherence. His experience includes research and reconciliation of building and life safety codes, zoning regulations, and ordinances during all stages of architectural development.

Tim's aviation project experience includes a baggage expansion at Kansas City International Airport as well as various renovation/expansion work at General Mitchell International, Indianapolis International, Norfolk International, Raleigh-Durham International, and Chicago Midway International Airports.



Ryan Crews

BHS Coordinator

Education

Applied Science, Associates Degree, Computer – Aided Drafting and Design, Tarrant County Community College, Arlington, TX

With over 16 years of experience, Ryan excels at developing baggage designs for difficult and challenging layouts including retrofits in tight spaces with building obstructions. His involvement often includes: assessment of existing conditions, concept development, checked baggage make-up and claims capacity analysis, production of design packages, coordinating with other disciplines during design, creation of BHS ROMS estimates, and responding to contractor submittals/RFIs during the construction phases.

Ryan is currently providing services at VPS for the baggage and ticketing terminal expansion project. He has also worked on a terminal expansion at Nashville International and baggage expansions at BWI, LBB, LEX, and SXM airports.



José Lizasoain, P.E., CxA

Lead Mechanical/Plumbing/FP Engineer

Education: M.S., Mechanical Engineering, The George Washington University / B.S., Mechanical

Engineering, Polytechnic University of 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 both the VPS Ticketing Terminal and BHS expansions as well as baggage expansions at 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.



Gene Lozano, P.E.

Lead Site/Civil Engineer

Education: B.S., Civil Engineering, Ohio State University

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 and Terminal building. 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.



Alex Parrish, P.E.

Lead Electrical Engineer

Education: B.S., Electrical Engineering, University of Central Florida

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 Ticketing Terminal and BHS expansion projects as well as MCO Lighting Retrofit for Terminal A, 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.



Allen Tucker, PSM

Lead Surveyor

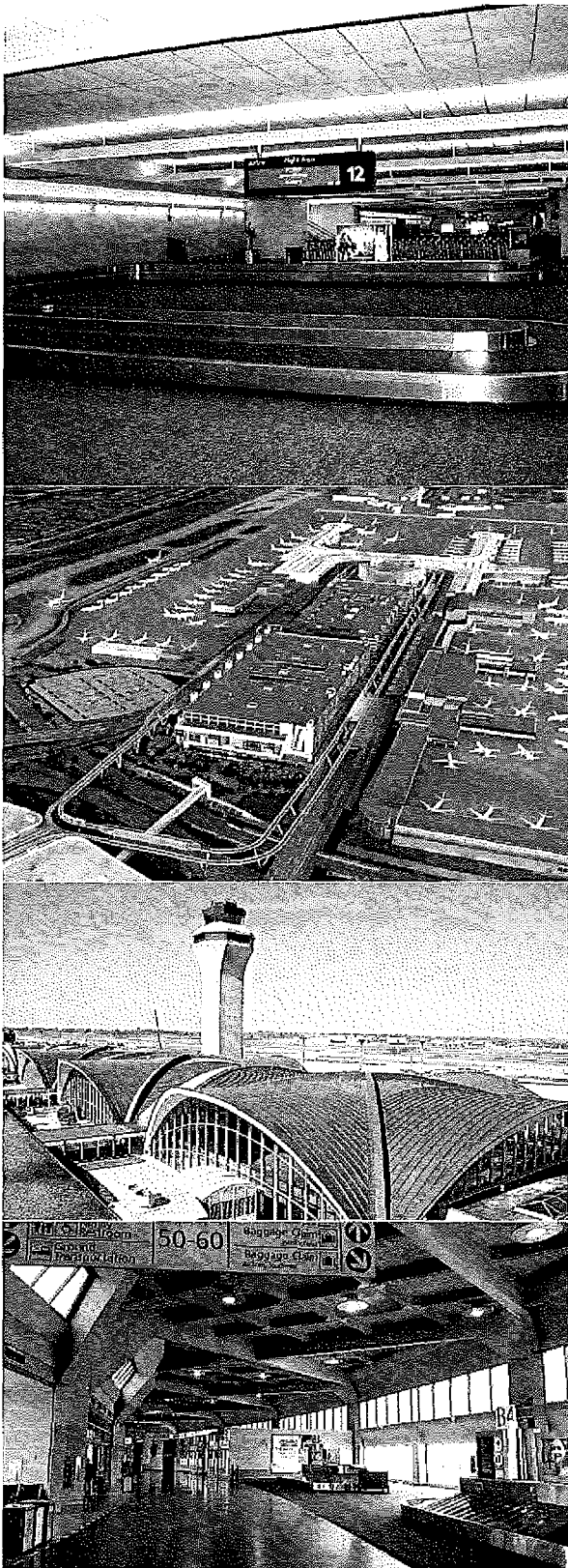
Education: B.S., Resource Management & Planning, Humboldt State University, California

Certifications: Florida Land Surveyor No. 4584

Allen has been a licensed surveyor for 31 years with over 40 years of experience in the surveying and engineering profession. For the past twenty years, Mr. Tucker has worked extensively throughout Alabama and Northwest Florida primarily as manager of large boundary surveys and large engineering projects.

Allen is currently providing survey services on the GRAEF Team for the VPS Ticketing Terminal Expansion project. He has also supervised the Airport Obstruction Surveys for a NOAA contract from 2013 though 2015. Other government survey work included construction layout of the Destin Airport runway and new control tower and construction staking at VPS for parking resurfacing.

Areas of Expertise



Expanding an existing main terminal facility and baggage claim can be 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.

Members of the GRAEF Team have provided services for similar terminal and baggage expansion projects as outlined in this RFQ for numerous airports throughout the nation. Examples include:

- Destin-Fort Walton Beach Airport Ticketing Terminal Expansion (currently in progress)
- Destin-Fort Walton Beach Airport Baggage Handling System Expansion (currently in progress)
- Fort Lauderdale Hollywood International Airport Terminal 3 Baggage Claim Renovation
- 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 Terminal 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
- Orlando International Airport Parking Garage Lighting Retrofit
- General Mitchell International Airport Baggage Screening Improvements Phase 2

- General Mitchell International Ticket Counter Modifications
- Norfolk International Airport (ORF), BHS Concept Validation
- Blue Grass Airport (LEX), Baggage Handling System Replacement and Building Modifications
- Kansas City International Airport (MCI), T-Point Relocation
- Philadelphia International Airport (PHL) Concourse A-West/Sector 3 CBIS Recap & Optimization
- Austin-Bergstrom International Airport (AUS), Airport Master Plan Development
- Cleveland Hopkins International Airport (CLE) In-line Baggage Screening System Improvements and CBIS Recapitalization
- Baltimore-Washington International Airport (BWI), On-Call BHS Design Consulting Services
- Philadelphia International Airport (PHL) Completion of New CBIS, Terminal D&E
- Lambert-St. Louis International Airport (STL), BHS/ CBIS and Facility Modifications
- Nashville International Airport (BNA) Project Management for Remote Group Check-in Project.
- Baltimore-Washington International Thurgood Marshall Airport (BWI) CBIS/BHS for International and Transfer Baggage under the B/C Connector
- Dallas Love Field (DAL) LFMP Expansion of Outbound BHS, CBIS and Inbound BHS

Current Knowledge of the Project and VPS

This proposed baggage claim expansion will take place on the east side of the existing terminal. It is anticipated that the expansion will be of similar size to our current terminal expansion project on the west side of the facility. To assure symmetry of the new east terminal expansion with the current west terminal expansion so that aesthetics stay aligned with the vision highlighted in the current VPS Master Plan, it is anticipated that building elevations for the new east terminal expansion will mirror those currently being implemented in the west terminal expansion. This will be confirmed with VPS leadership prior to commencing with the design.

In addition to the exterior appearance and overall symmetry of the terminal with the expansions, there will be other important aspects of coordination between our team's current VPS projects and this new baggage claim expansion to the east. Our team's first-hand knowledge of the site and existing and proposed building and infrastructure 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. One important existing infrastructure element that we are currently working on at VPS has to do with emergency power capacity. There are two existing generators on-site; however, existing documentation shows three generators in use. We are currently working with a local electrical contractor to understand which existing terminal and campus loads are on which generators and what the generators' remaining capacities are. This will help us determine if an additional generator will be necessary for this baggage claim expansion project as well as other future VPS projects such as the B4 hold room expansion project.

Additionally, our team's intimate knowledge of the future BHS systems further provides a unique advantageous approach to this project's scope as we can design baggage claim systems that are compatible with proposed BHS systems to help minimize future maintenance.

There will be zero learning curve with our team.

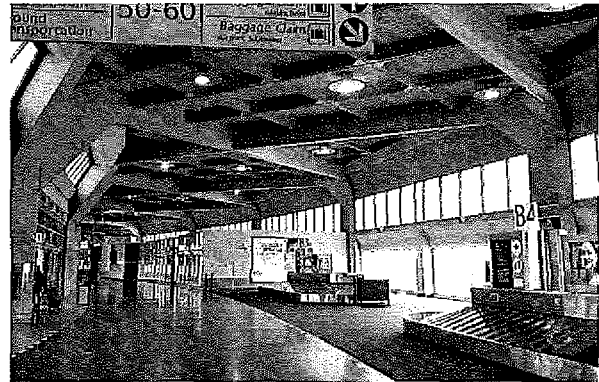
Past Performance on Airport Terminal Projects

Kansas City International Airport Terminal and Baggage Claim Renovations

GRAEF and VTC teamed together on terminal and baggage claim renovations at KCI. VTC was responsible for all planning, design, specifications, permitting and construction services and GRAEF provided architectural design and mechanical, electrical, plumbing, fire protection, and structural engineering.

The project included an extensive renovation of the airline ticket offices, the ticket counter outbound and baggage claim/conveyor systems, as well as, the expansion of the baggage make-up facility. The terminal also underwent a renovation and optimization of the passenger gate hold rooms and passenger screening operations to improve passenger traffic flow, renovation of the aircraft maintenance and parts facility, build-out of a new cargo and provisioning facility, and relocation and installation of Passenger Boarding Bridges

Unique challenges the GRAEF/VTC team successfully mitigated during the design and construction of the projects included achieving optimal operational benefits from the improvements needed to support SWA's growth in an existing terminal designed for lower passenger volumes, minimizing impact to daily operations, and maintaining a safe environment for the traveling public during construction.

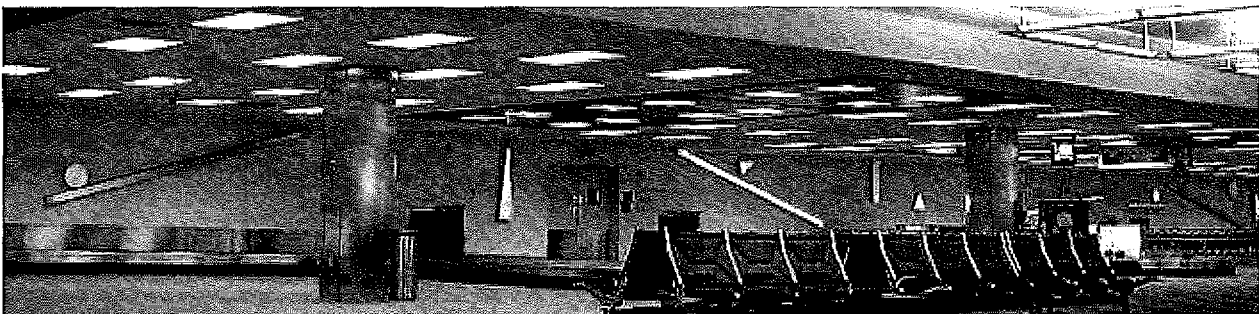


FLL Terminal 3 Concourse Expansion, BHS/CBIS, and Baggage Claim Renovation

GRAEF and VTC were on a design-build team for a new Terminal Concourse Expansion, Checked Baggage Inspection System/Baggage Handling System (CBIS/BHS), and Baggage Claim renovation 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 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 project also included a detailed HVAC design for a future Baggage Claim Renovation. The GRAEF/VTC team had to take into account detailed phasing and coordination to mitigate impacts on airline and airport operations.

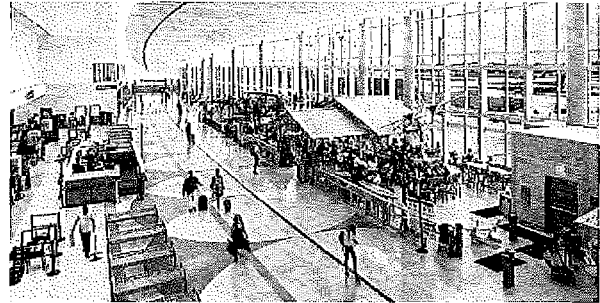
The Date of Beneficial Use (DBU) and TSA Integrated Site Acceptance Test (ISAT) passed in June 2016, four-months ahead of the original schedule. The final project was completed in December 2016, which was five months ahead of the original schedule.



FLL Terminal 1 Expansion

To support double-digit international passenger growth at Fort Lauderdale-Hollywood International Airport (FLL) and enhance the passenger experience, 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 SF 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.

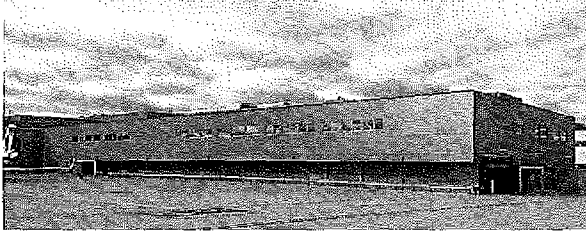


FLL Terminal 3 Terminal Lobby Expansion

GRAEF provided structural and M/P/FP engineering services for the relocation of existing airport offices, expansion of the existing terminal lobby, and modification of the existing structure to accommodate new baggage systems and layouts. As part of a Terminal Modernization

initiative, GRAEF team assisted the Broward County Aviation Department and JetBlue Airlines in expanding and modernizing the existing terminal 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. GRAEF was able to meet this schedule as well as stay on budget.



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.

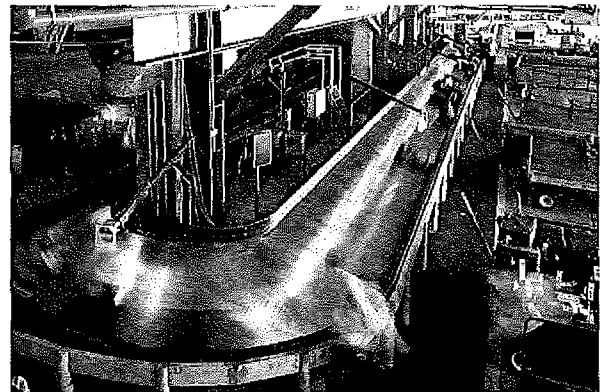
In June of 2014, the new system became fully operational with a conveyor belt behind the ticket counter that now takes the bags to the 24,000 SF building addition on the secured side of the airport. In this new building, the bags are screened by one of four new automated EDS machines that can each handle 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.

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.

This project was brought in on time and within budget. The overall, final project cost, and budget were both \$32,000,000. The Date of Beneficial Use (DBU) for the project was July 2011 which was ahead of the final agreed upon date.



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.

References

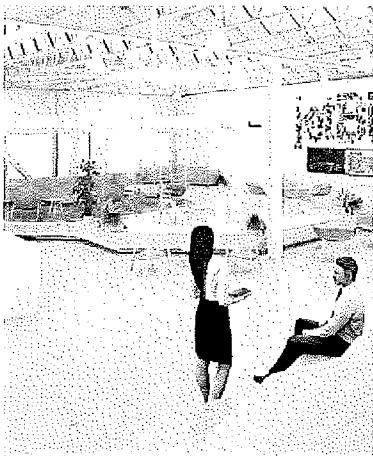


Broward County Aviation Department (BCAD)

Mr. Richard Welch
Project Manager
Phone: (954) 359-2317
Email: rwelch@broward.org

The GRAEF/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.

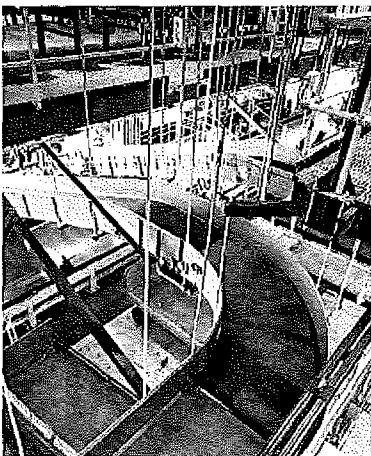
GRAEF has provided services for over 15 projects for BCAD at FLL.



AvAirPros

Mr. Debra Shore
Managing Director – Technical Services
Phone: (954) 374-9370
Email: d.shore@avairpros.com

The GRAEF/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

GRAEF 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 have 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.

Required Forms

- Indemnification and Hold Harmless
- Drug-Free Workplace Certification Form
- Conflict of Interest
- Federal E-Verify
- Cone of Silence Clause Form
- Company Data
- System for Award Management
- Addendum Acknowledgement
- Certification Regarding Lobbying
- Governmental Debarment & Suspension
- Recycled Content Form
- General Grant Funding Special Proposal Conditions
- Sworn Statement- Public Entity Crimes
- Anti-Collusion Statement
- Vendors on Scrutinized Companies list
- Tax Delinquency and Felony Convictions

QUALIFICATION REQUIREMENTS

PROPOSAL #: RFQ AP 05-20

PROPOSAL ITEM: Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)

BACKGROUND

The Okaloosa County Board of County Commissioners is soliciting Statements of Qualifications from interested firms detailing past performance, technical and resource qualifications to represent the County and provide various services during design, grant and bid phases to expand the capacity of the Baggage Claim area at the Destin – Ft Walton Beach Airport (VPS).

A terminal expansion addition is needed on the east side of the existing main terminal facility in order to expand the capacity of the baggage claim lobby. This requirement of the east terminal and baggage claim addition (Part B of a previously designed Phase 3 terminal expansion in 2010) consists of a 9,000 square foot baggage claim addition to the east of the existing non-secure side lobby. Additions to this area could include a relocated east entrance, male and female restrooms, space for expansion of rental car ticket counters or customer que, expanded baggage claim lobby, two additional sloped plate baggage claim carousels, and consideration for modifying the existing two baggage claim belts from flat plates to sloped plates to accommodate larger aircraft.

The previously designed space (for the most part) meets the current operational needs as identified in the 2019 master plan update with the following exceptions: converting flat plates to sloped plates, reassessing electrical needs, and reassessing lobby space requirements for baggage claim and rental car concessions space needs. The civil/site work for Part B of the original design included approximately 3,125 square yards of airfield PCC pavement removal and 100 square yards of sidewalk removal. Approximately 210 feet of the existing airport operating area (AOA) fence will also be removed. The proposed PCC reconstruction area based on the requirements is approximately 2,000 square yards and the proposed sidewalk totals approximately 150 square yards. The construction will also include approximately 110 feet of proposed AOA fence. An existing sanitary sewer manhole will need to be relocated in order to accommodate the terminal expansion. Existing water and gas lines will also need to be assessed and possibly relocated by respective utility owners to the outside of the proposed baggage addition building footprint.

The design team will match exterior architectural features and interior finishes as best as possible while providing options for roof tie-in to the existing structure. Other ancillary items that may be included in the scope of this project include reconfiguring the east pre-arranged parking lot, modification of covered walkways, and/or the modification of any spaces that share adjoining walls with the baggage claim area.

SCOPE OF WORK

The scope of professional services by the Architectural and Engineering design firm or team, includes (but may not be limited to) the following:

1. Provide design services to include development of plans, specifications, permitting, and any other required documentation to ready the project for bid.

2. Provide grant phase services to include supporting exhibits, quarterly reports for any design grants (projected to be funded with FDOT grant), and assistance with preparation of grant applications or other documents as needed.
3. Coordinate design with internal and external agencies including particularly County Growth Management and the FAA among others during the project design phase. The selected design firm's engineer of record (EOR) should also be available to answer clarifications or requests for information (RFIs) during project construction either by one, or more, of the following entities: the construction Respondent and/or the construction, engineering, and/or inspection (CEI) services firm. Response times (and communication method) of RFIs, personnel, required hours and the NTE budget will be agreed upon as part of the details within initial scope and fees/rate schedule negotiations for design services. The selected firm for this RFQ should be prepared to submit a not-to-exceed (NTE) budget for RFIs based on the complexity of the project.
4. Provide bid phase services including pre-bid meeting preparation and execution, clarifications to designs or specifications, bid evaluation, recommendation of award, production of a conformed plan set, and any other services requested during project bidding.

Statements of Qualifications shall be limited to 10-single sided pages (not including mandatory forms) and MUST be submitted in the format described below:

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

Evaluation / Selection of Submittals – The submittals will be reviewed by the County’s Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and limited to 10-single sided pages (not including mandatory forms).

The Committee will evaluate all submittals received and:

1. Evaluate the submittals meeting minimum submission criteria based upon qualifications and hear oral presentations and/or conduct discussions with those firms deemed to be the most highly qualified to provide the services required, if deemed necessary. Ranking of the best qualified firms will be based on the following considerations:
 - a) Level of previous experience of proposed team personnel with commercial terminal expansion and development including baggage handling devices.
 - b) Demonstration of a past record of professional accomplishments related to the specific scope of airport terminal / concourse design.
 - c) Firm’s resource capability for required services (ability to execute immediately) and proven history of on-time contract and construction execution
 - d) Firm’s demonstration of a history to meet schedule and budget requirements; cites past airport examples.
 - e) Level of previous experience working with airports regulatory and funding agencies to design all aspects of major construction projects within the airfield and commercial airport environment as well as permitting requirements with local authorities having jurisdiction. Clarity of the location of supporting personnel and ability to respond to project concerns immediately.
 - f) Provided references
2. Review of all submittals received will proceed as follows:
 - a. The Standing Okaloosa County Selection Committee will review all written documents submitted.
 - b. The committee may request oral presentations and/or hold discussions from the consultants after establishing the recommended priority or short list, if necessary.
 - c. The committee’s ranking of prospective firms shall be based on the specific criteria listed above and found within the ranking sheet, as well as the overall adherence to the Request for Qualifications.
3. Presentation of the highest-ranking firm will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department’s policy related to the acquisition of services.
4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County’s Purchasing Department policy.
5. Direct one-on-one contact with the Committee members, County Commissioners, the County Administrator, or County Employees with the exception of the Purchasing Manager or their appointed representative is prohibited (exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement period as further detailed in the Certificate regarding the Cone of Silence

in accordance with section 28 of the Okaloosa County Purchasing Manual. Any questions during this period should **ONLY** be directed to the Purchasing Manager or their appointed representative. Failure of a bidder to adhere to the County's Code of Silence may result in disqualification of the bidder's submittal.

Negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and abide by FAA criteria and County policies. Once a consultant is selected, the details within the initial scope and project fees/rate schedule will be negotiated and a contract signed.

The contract may have multiple phases of services to be provided (i.e. design, grant, bid) and will include a time constraint for the first phase, while additional phases will follow County timelines and processes.

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

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

SELECTION CRITERIA:

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

- Level of previous experience of proposed team personnel with commercial terminal expansion and development including baggage handling devices. **(35 points)**
- Accomplishments: How well did the submittal demonstrate a past record of professional accomplishments related to the specific scope of airport terminal / concourse design? **(30 pts)**
- Firm's resource capability for required services (ability to execute immediately) and proven history of on-time contract and construction execution. **(15points)**
- Performance Assurance: Firm demonstrates a history to meet schedule and budget requirements; cites past airport examples. **(10 pts)**
- Level of previous experience working with airports regulatory and funding agencies to design all aspects of major construction projects within the airfield and commercial airport environment as well as permitting requirements with local authorities having jurisdiction. **(5 points)**

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

- References. **(5 points)**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the Destin-Fort Walton Beach Airport (VPS)

**RFQ AP 05-20
RANKING SHEET**

RANKING CRITERIA			
Level of previous experience of proposed team personnel with commercial terminal expansion and development including baggage-handling devices. (35 points)			
Accomplishments: How well did the submittal demonstrate a past record of professional accomplishments related to the specific scope of airport terminal / concourse design? (30 points)			
Firm's resource capability for required services (ability to execute immediately) and proven history of on-time contract and construction execution. (15 points)			
Performance Assurance: Firm demonstrates a history to meet schedule and budget requirements; cites past airport examples. (10 points)			
Level of previous experience working with airports regulatory and funding agencies to design all aspects of major construction projects within the airfield and commercial airport environment as well as permitting requirements with local authorities having jurisdiction. Note: Proposal should clearly describe the location of supporting personnel and ability to respond to project concerns immediately. (5 points)			
References (5 points)			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER:

DATE:

SIGNATURE:

TERM OF CONTRACT:

The term of this contract will coincide with the term of the construction contract, to include any change orders that may be necessary, and a 30 day close-out period to provide final documentation to the Airport and funding agencies. 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.

PROCUREMENT SCHEDULE (ANTICIPATED):

RFQ Advertised & Posted on Website	November 18, 2019
Deadline for Questions	December 3, 2019
Qualifications Proposal Due Date	December 20, 2019
Procurement Review - Committee's Review	January 14, 2020
Intent To Award Schedule	January 17, 2020
Contract Negotiations	January 23, 2020 – February 7, 2020
Finalize/Execute Agreement	February 7, 2020 – February 21, 2020
OCBCC Meeting for Contract Signature	3 March 2020
Issue Notice to Proceed	TBD

GENERAL SERVICES INSURANCE REQUIREMENTS

RESPONDENTS INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. 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 prior written notice to the Respondent.
6. The County reserves the right at any time to require the Respondent to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Respondent.

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

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the SubRespondent similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Respondent must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) combined single limit each accident. If the Respondent does not own vehicles, the Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Respondent must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The Respondent shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the Respondent shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Respondent's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

GENERAL QUALIFICATIONS CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid 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: www.floridabidsystem.com. 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 and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
 - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.

- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. **SUBMITTAL OF QUALIFICATIONS** – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

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

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for one hundred twenty (120) calendar days after the day of the opening.

7. **IDENTICAL THE QUALIFICATIONS** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
 - a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Incomplete work, which in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of request for qualifications.
 - f. Default under previous contract.
 - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.
 - h. Communication in violation of the Cone of Silence.
12. **AWARD OF CONTRACT - Okaloosa County Review:** A Selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent(s), and the County reserves the right to award the contract to the respondent(s) 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 qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

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

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated in the resulting agreement. Invoices must show Contract number.
14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a Respondent, supplier, subRespondent, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a Respondent, supplier, subRespondent, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **DRUG FREE WORKPLACE REQUIREMENTS** - Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All Respondents entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

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

18. **E-VERIFY** - Enrollment and verification requirements.

(1) If the Respondent is not enrolled as a Federal Respondent in E-Verify at time of contract award, the Respondent shall-

- a. Enroll. Enroll as a Federal Respondent 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 Respondent, 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 Respondent is enrolled as a Federal Respondent in E-Verify at time of contract award, the Respondent shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Respondent shall initiate verification of all new hires of the Respondent, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Respondent in E-Verify, the Respondent shall initiate verification of all new hires of the Respondent, 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
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Respondent 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 Respondent 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 Respondent may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Respondent 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 Respondent may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Respondent shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Respondent's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Respondent shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Respondent's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Respondent, will be referred to a suspension or debarment official.

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

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

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

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

Subcontracts. The Respondent 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.

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

19. **COMPANY DATA AND ENROLLMENT IN SAM.GOV-** Prospective Respondents shall provide all company data requested by County and shall be registered in the SAM.gov database prior to award of a contract or agreement, except for
- A. Purchases under the micro-purchase threshold (\$3,500);
 - B. Contracts to support unusual or compelling needs

Note: For respondent's convenience, requested information forms are enclosed and made a part of this package.

20. **DEBARMENT AND SUSPENSION - (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Respondent shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

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

21. **BYRD ANTI-LOBBYING AMENDMENT - (31 U.S.C. 1352):** Respondents 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 Respondent shall certify compliance.

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

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

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

23. **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.

24. **CONE OF SILENCE CLAUSE –** A cone of silence shall be established on all County competitive selection processes. The cone of silence prohibits any communication regarding a ITB, RFP, ITQ, ITN, RFQ or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, Selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Department staff. **The cone of silence shall be in effect from the time of advertisement until contract award.** Each competitive solicitation shall provide notice of the cone of silence requirement. **FAILURE TO ADHERE TO THE CONE OF SILENCE PROVISIONS MAY RESULT IN DISQUALIFICATION OF THE RESPONDENT'S PROPOSAL.**

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

25. **REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an 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.

26. **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.
27. **EQUAL EMPLOYMENT OPPORTUNITY** - (As per Executive Order 11246) The Respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
28. **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.
29. **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.
30. **VENDORS ON SCRUTINIZED COMPANIES LISTS**
Respondent, _____ 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 disqualify the Respondent and/or terminate any resulting Agreement for cause if the Respondent is found to have submitted a false certification as to the above or if the Respondent is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of this procurement and any resulting agreement. If the County determines that the Respondent has submitted a false certification, the County will provide written notice to the Respondent. Unless the Respondent 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 Respondent. 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 Bidder, and the Respondent 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 Respondent. If federal law ceases to authorize the states to adopt and enforce this prohibition shall be null and void.

31. BUY AMERICAN PREFERENCE

The Respondent 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.

32. 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 Respondent'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: []

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Respondent's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Respondent 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 Respondent also is subject to the goals for both its federally involved and non-federally involved construction.

The Respondent'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 Respondent 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 Respondent to Respondent or from project to project for the sole purpose of meeting the Respondent'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 Respondent 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 subRespondent; employer identification number of the subRespondent; 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 [*sponsor must insert state, county, and city*].

33. BREACH OF CONTRACT TERMS

For any resulting contract, any violation or breach of terms of the contract, resulting from this solicitation, on the part of the [*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 [*Respondent | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Respondent | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Respondent until such time the Respondent corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [*Respondent | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Respondent | 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.

34. 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 Respondent 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 Respondent 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.

35. ENERGY CONSERVATION REQUIREMENTS

Respondent and SubRespondent agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

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

37. 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.

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

38. 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.

39. 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.

40. TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate the resulting Agreement to this solicitation for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Respondent must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate the resulting Agreement of this solicitation in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

41. 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/Respondent must provide immediate written notice to the Owner if the Offeror/Respondent learns that its certification or that of a subRespondent was erroneous when submitted or has become erroneous by reason of changed circumstances. The Respondent must require subcontractors provide immediate written notice to the Respondent 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 subRespondent 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 Respondent 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 Respondent may rely on the certification of a prospective subRespondent 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 Respondent or subRespondent 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.

42. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Respondent and all sub-tier Respondents 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.

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

- A. Indemnification and Hold Harmless
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence Clause Form
- F. Company Data
- G. System for Award Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Recycled Content Form
- L. General Grant Funding Special Proposal Conditions
- M. Sworn Statement- Public Entity Crimes
- N. Anti-Collusion Statement
- O. Vendors on Scrutinized Companies list
- P. Tax Delinquency and Felony Convictions

INDEMNIFICATION AND HOLD HARMLESS

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

Graef-USA Inc.

Respondent's Company Name

2300 Maitland Center Parkway, Suite 210
Maitland, Florida 32751

Physical Address

2300 Maitland Center Parkway, Suite 210
Maitland, Florida 32751

Mailing Address

407-659-6500

Phone Number

407-920-8696

Cellular Number

12/18/2019

Date



Authorized Signature – Manual

Scott Hinrichs, P.E.

Authorized Signature – Typed

Principal/Vice President
Title

407-659-0609

FAX Number

407-920-8696

After-Hours Number(s)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 12/18/2019

SIGNATURE: 

COMPANY: Graef-USA Inc.

NAME: Scott Hinrichs, P.E.

(Typed or Printed)

ADDRESS: 2300 Maitland Center Pkwy,

Suite 210

Maitland, FL 32751

TITLE: Principal/Vice President

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

PHONE NO.: 407-659-6500

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)
---------	-------------

_____	_____
_____	_____
_____	_____
_____	_____

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

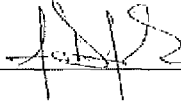
DATE: 12/18/2019

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 Securities E-Verify system to verify the employment eligibility of all new employees hired by the subRespondent 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: 12/18/2019

SIGNATURE: 

COMPANY: Graef-USA Inc.

NAME: Scott Hinrichs, P.E.

ADDRESS: 2300 Maitland Center Pkwy,

TITLE: Principal/Vice President

Suite 210

Maitland, FL 32751

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

PHONE NO.: 407-659-6500

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 #: 407-659-6500

Cell #: 407-920-8696

Email: scott.hinrichs@graef-usa.com

Federal ID or SS #: 391083592

Respondent's License #: Florida PE License #4270

Fax #: 407-659-0609

Emergency #'s After Hours,
Weekends & Holidays: 407-920-8696

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) Trade style, 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 timely manner, the Contracting Officer may 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:	<u>Graef-USA Inc.</u>
Entity Address:	<u>2300 Maitland Center Parkway, Suite 210 Maitland, Florida 32751</u>
Duns Number:	<u>050271329</u>
CAGE Code:	<u>4G653</u>

ADDENDUM ACKNOWLEDGEMENT

RFQ AP 05-20

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

ADDENDUM NO.

DATE

None

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.

LOBBYING - 31 U.S.C. 1352, as amended

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Respondent] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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



Signature of Respondent's Authorized Official

Scott Hinrichs, P.E.

Principal/Vice President

Name and Title of Respondent's Authorized Official

12/18/2019

Date

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

12/18/2019
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: _____

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

Yes No _____

Specify: _____

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

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Respondent Compliance:** The Respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
2. **Mandatory Disclosures:** The Respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
3. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The Respondent must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime Respondent will require compliance of this provision by all sub-Respondents. Prior to contract award, the Respondent shall document efforts to assure that such businesses are solicited when there are potential sources; that the Respondent 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 Respondent has established delivery schedules, where permitted, to encourage such businesses respond. Respondent and sub-Respondent shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-Respondents, as applicable, shall be included with the bid proposal.
4. **Davis-Bacon Act:** If applicable to this contract, the Respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents 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, Respondents 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.
5. **Copeland Anti Kick Back Act:** If applicable to this contract, Respondents 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. Respondents 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.
6. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act (42 U.S.C. 7401–7671q)**; and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **Procurement of Recovered Materials**: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Access to Records and Reports**: Respondent will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Respondent that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Respondent’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
11. **Federal Changes**: Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
12. **Termination for Default (Breach or Cause)**: Contracts in excess of \$10,000 – If Respondent does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Respondent setting forth the manner in which the Respondent is in default. The Respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
13. **Safeguarding Personal Identifiable Information**:

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

14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
16. **Energy Policy and Conservation Act (43 U.S.C. §6201):**
All contracts except micro-purchases (\$3500 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
17. **Title VI Clauses for Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Respondent (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 Respondent, 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 Respondent 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 Respondent for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subRespondent or supplier will be notified by the Respondent of the Respondent'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 Respondent 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

Respondent is in the exclusive possession of another who fails or refuses to furnish the information, the Respondent 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 Respondent'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 Respondent under the contract until the Respondent complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Respondent 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 Respondent 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 Respondent becomes involved in, or is threatened with litigation by a subRespondent, or supplier because of such direction, the Respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Respondent 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 Respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the "Respondent") 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 Respondents, 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).

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

19. **Occupational Safety and Health Act of 1970**:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their subRespondent’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent 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.

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

DATE: 12/18/2019

SIGNATURE: 

COMPANY: Graef-USA Inc.

NAME: Scott Hinrichs, P.E.

ADDRESS: 2300 Maitland Center Pkwy,
Suite 210
Maitland, Florida 32751

TITLE: Principal/Vice President

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

PHONE NO.: 407-659-6500

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.

- RFQ AP 05-20 Aviation Engineering Design, Grant & Bid Phase Services to Expand Baggage Claim at the
1. This sworn statement is submitted for Destin-Fort Walton Beach Airport (VPS)
 2. This sworn statement is submitted by Graef-USA Inc.
Whose business address is: 2300 Maitland Center Pkwy, Ste. 210, Maitland, Florida 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.]

X 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: 12/17/2019 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 17th day of December , in the year 2019 .


Notary Public

My commission expires: July 17, 2022

Amy M. Zimmerman , Commission #GG 199745
Print, Type or Stamp of Notary Public

Personally Known XX OR Produced Identification:

Type of Identification Produced

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 Pkwy, Ste. 210
Address

Maitland, Florida 32751
Address

407-659-6500
Phone #

391083592
Federal ID # or SS #


Authorized Signature – Manual

Scott Hinrichs, P.E.
Authorized Signature – Typed

Principal/Vice President
Title

407-659-0609
Fax #

Date Submitted: 12/20/2019

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.

****GRAEF has no paid Federal tax liability and has not been convicted of a criminal violation****

**RFQ AP 05-20
GRAEF USA, INC.
Final Negotiated Cost Proposal-
(Incorporated into Attachment A)**

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



collaborate / formulate / innovate

March 18, 2021

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

Subject: RFQ NUMBER: AP 05-20
Aviation Engineering Design, Grant, and Bid Phase Services to
Expand Baggage Claim 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 05-20, Aviation Engineering Design, Grant, and Bid Phase Services to Expand Baggage Claim 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 baggage claim facility expansion at the Destin-Ft. Walton Beach Airport in Valparaiso, Florida. It is our further understanding that the proposed facility expansion (approximately 19,500 square feet) will be located just east of the existing baggage claim facility and will include a sidewalk covered with a canopy from a new east vestibule north to tie into the existing covered sidewalk and a new canopy structure east of the existing sidewalk canopy to go over the roadway and provide passengers more protection from elements heading to ready/return lot. It is our further understanding that the expansion will include the relocation of the airline baggage offices and new rental car ticket counters. Additionally, it is our understanding that the location of the existing baggage offices will become future restaurant seating (secure side), and a secure wall will be designed in this Project to separate the future secure seating area from the existing baggage claim facility. The assumed Project scope is summarized in the attached Exhibit. The Project includes design services, permitting and bidding services, coordination services, and grant services for the Project.

For this Project, GRAEF proposes to provide the Basic Scope of Services as identified in RFQ Number AP 05-20, Pages 3 and 4 and as specified below:

1. Design/Permitting

Architectural/Structural

- 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 structural materials used will be similar to the adjacent structure.
- o It is assumed that the project will include a new canopy from a new east vestibule to the existing sidewalk that is covered by an existing canopy.
- o It is assumed that the project will include a new canopy east of the existing sidewalk canopy to go over the roadway and provide passengers more protection from elements heading to ready/return lot.
- o It is assumed that new car rental offices/counters will be sized and laid out with Client (not future tenants) and have a similar layout/orientation as the existing car

rental counters. It is assumed that offices will be finished shell space and that Client or future tenant will provide all fixtures and furnishings. It is assumed that all countertops/millwork for the new rental car counters will match the existing.

- It is assumed that relocated airline baggage claim offices will be sized and laid out with Client (not future tenants) and have a similar layout as the existing airline baggage claim offices. It is assumed that offices will be finished shell space and that Client or future tenant will provide all fixtures and furnishings.
- Project includes ceiling tile replacement at ceiling over existing baggage claim area so that it matches new baggage claim expansion area.
- Project includes wayfinding signage at new entry and at new baggage claim expansion area. Wayfinding signage is assumed to be static and non-electronic. It is assumed that Client will provide vendor of existing signs at VPS.
- Project includes canopy expansion larger than the building footprint expansion to accommodate tug cart unloading coverage.
- Project includes high-level cost estimate at 30% Deliverable. Cost estimate will be performed internally and will be based on area of proposed project footprint times an average cost per square foot of recent bids received for adjacent projects at VPS (i.e. Concourse C, Terminal Ticketing/BHS Expansion, etc.)

Civil:

- It is assumed that airfield PCC removal and replacement is excluded. It is assumed that the existing airfield PCC in the area of the exterior expansion (covered tug drive) will remain as-is and reused.
- It is assumed that parking lot access gates (if applicable) will not be impacted.
- It is assumed that minor landscaping at the south side of the Baldwin Building near the generator yard is included.
- It is assumed that new parking striping will be provided east of the expansion.
- It is assumed that a topographic survey will be provided by a subconsultant of GRAEF (see attached from Gustin, Cothorn, & Tucker, Inc.)

Mechanical/Plumbing/Fire Protection:

- Project includes replacement of existing mechanical air handling units currently serving the existing baggage claim space.
- Project includes diffuser adjustments in existing ceiling at existing baggage claim area if necessary due to new ceiling grid.

Electrical:

- Project includes lighting replacement at ceiling over existing baggage claim area so that it matches new baggage claim expansion area.
- **OPTIONAL:** Project includes the option for the design of new generator. Generator will be sized to accommodate power for new baggage claim expansion project and other adjacent new projects at VPS as determined by Client. Will attempt to match existing generator if design allows.

Low Voltage:

- Project includes design of structured cabling (Voice/Data/CATV) as well as power, infrastructure junction boxes, and conduit for these systems.
- Cabling will be included for telecommunications, camera surveillance, door access and control, flight information displays, baggage information displays, and public address. Locations will be coordinated with Client.
- Working drawings to contain cabling locations, cable quantities, cabling details, layouts of telecommunications rooms, and riser diagrams.



collaborate / formulate / innovate

Field Visits During Design/Permitting (Architecture and Engineering):

- o 1 visit prior to design for site investigation (assumes 9 people: 1 PM, 1 architect, 1 structural, 1 civil, 2 M/P/FP, 2 Electrical, 1 Low Voltage)
- o 1 visit prior to permitting (assumes 1 person)

BHS: (see attached from VTC)

2. Grant Services

Includes administration costs for Passenger Facility Charge (PFC) Program coordination, exhibit preparations for PFC package submissions, and AIP Pre-app exhibits/forms as necessary.

3. Coordination

4. Bidding

Field Visits During Bidding (Architecture and Engineering):

- o 1 visit for Pre-Bid Meeting (assumes 1 person)

Assumptions

- *A non-secure baggage system (i.e. a portion of the claim unit is in the airside to load bags: doors need to remain open and tug driver needs to remain present until the last bag is picked up by a passenger or airline baggage office representative) with two new flat plate carousels will be used in the existing baggage claim space. A secure baggage system (i.e. the entire claim unit is in the landside: the door on the feeding conveyor will close after all bags are loaded to the claim unit, and a tug driver can leave while the claim unit still has bags on it for passengers to pick up) with two new sloped plate carousels will be used in the new expanded baggage claim space. The expanded building footprint will accommodate secure doors, conveyors, full tug and cart train presentation on the feeding conveyor (assumes 2 cart train), and space between the tug and cart trains to allow for turn out/movement. This results in a building expansion footprint of approximately 19,500 sf assuming 4 total baggage claim units (2 existing units replaced with new flat plate units + 2 new sloped plate units). See attached Exhibit.*
- *Power is available from a nearby building. An additional service is not required.*
- *Proposal excludes the following:*
 - o *Architectural programming. It is assumed that the attached scope exhibit and the assumptions specified in this proposal shall serve as the basis of design.*
 - o *The renovation of the existing restrooms west of the existing baggage claim.*
 - o *Detailed cost estimate at 60% Deliverable by independent cost estimator.*
 - o *Environmental investigations/permitting.*
 - o *Threshold inspection.*
 - o *Design of landscape/irrigation in areas other than south of the Baldwin Building near generator yard.*
 - o *Soil testing.*
 - o *LEED services.*
 - o *Application and permit fees.*
 - o *Construction administration services including conformed documents.*
 - o *Resident Project Representative (RPR) services.*



collaborate / formulate / innovate

For this Project, GRAEF will endeavor to perform the proposed Basic Scope of Services per the below proposed schedule.

Task Name	Duration
30% Deliverable	10 weeks*
60% Deliverable	7 weeks*
90% Deliverable	7 weeks*
100% Deliverable	7 weeks*
Permitting/Bidding	12 weeks

*Duration is assumed to be after receipt of review comments from Client

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.
- Electrical loads from adjacent projects at VPS (i.e. Concourse C, B4 Hold Room, etc.) that Client desires to be supported by new generator design.

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.

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, Low Voltage, and BHS services for Tasks 1 through 4. This fee is broken out as follows:

1. Design/Permitting Services:		
a) GRAEF		\$580,263
b) VTC		<u>\$114,374</u>
	Subtotal Task 1:	\$694,637
2. Grant Services:		
a) GRAEF		\$ 6,015
b) VTC		<u>\$ 0</u>
	Subtotal Task 2:	\$ 6,015
3. Coordination Services (included in #1 and #2):		\$ 0
4. Bidding Services:		
a) GRAEF		\$ 14,624
b) VTC		<u>\$ 15,409</u>
	Subtotal Task 4:	\$ 30,033



collaborate / formulate / innovate

Subtotal Tasks 1 through 4 (Lump Sum): \$730,685

OPTIONAL: Design Services for New Generator: \$ 15,208

**Subtotal Tasks 1 through 4 (Lump Sum)
Including Optional Design Services: \$745,893**

For all Expenses, Client agrees to compensate GRAEF as follows: Not-to-Exceed fee for expenses for Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, and BHS. This fee is broken out as follows:

Expenses:

a) GRAEF (includes \$9,000 in subcontractor expenses) \$ 18,750
b) VTC \$ 1,827

Subtotal Expenses: \$ 20,577

Subtotal Expenses (Not-to-Exceed): \$ 20,577

Total Contract Amount (Not Including Optional Design Services): \$751,262

Total Contract Amount (Including Optional Design Services): \$766,470

Expenses related to Architecture/Engineering for Tasks 1 through 4 assumes \$750 per trip (i.e. \$450 airfare + \$150 hotel + \$100 rental car & gas & parking + \$50 meals). Project assumes 11 trips x \$750 = \$8,250. Project assumes 10 trips included in Design/Permitting Services and 1 trip included in Bidding Services. Also includes \$1,500 for printing and deliveries.

Expenses related to BHS: (see attached from VTC)

Proposal assumes expenses for Tasks 1 through 4 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.

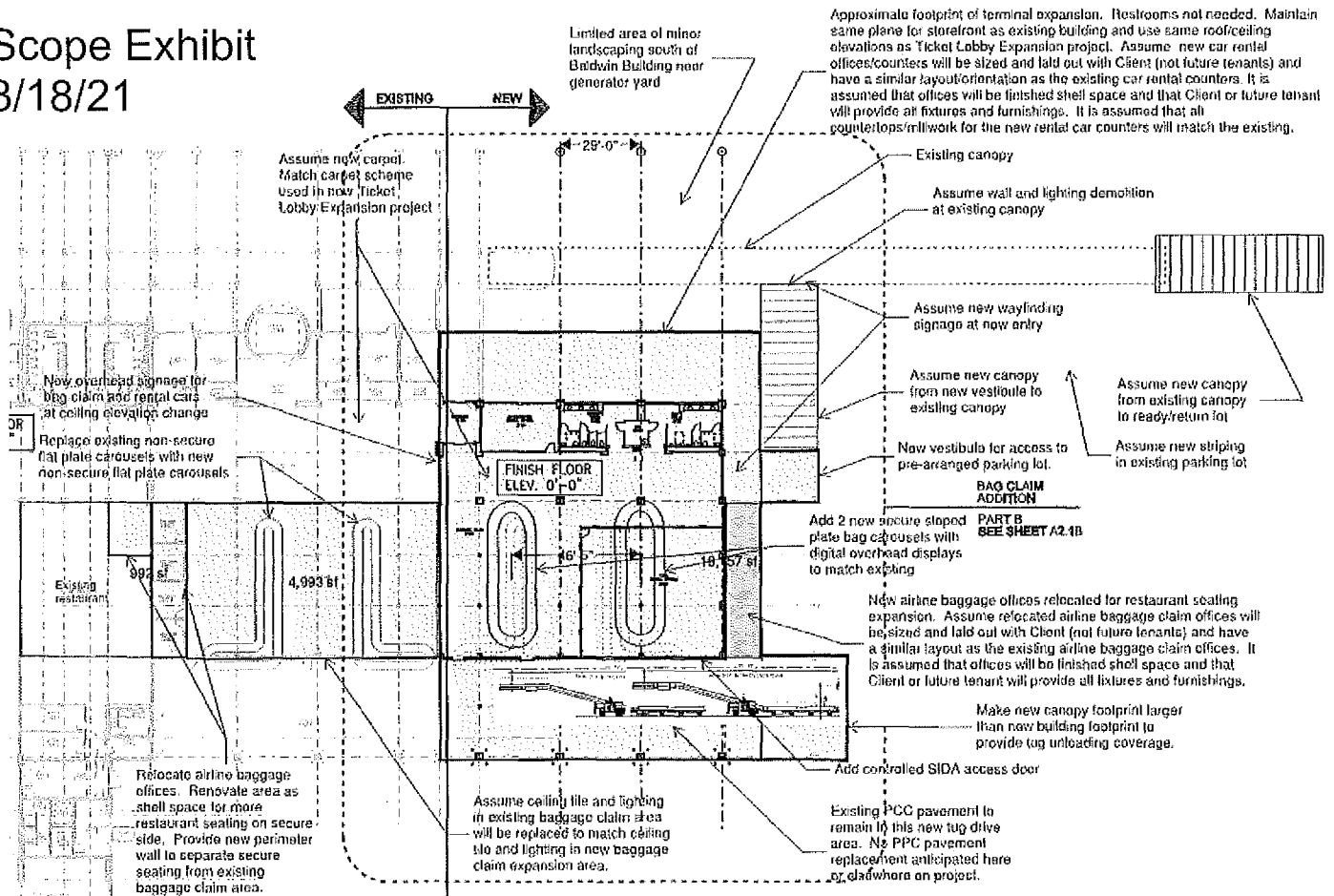
Graef-USA Inc. looks forward to providing services to Okaloosa County.

Sincerely,
Graef-USA Inc.

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

Scope Exhibit

3/18/21



WPS Baggage Claim Expansion
 GRAEF

Architectural, Structural, Civil, Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage

			APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN '22	FEB	MAR
30% Deliverable														
Design	10w	1Apr21				DESIGN								
Review	2w	16Jun21					REV							
60% Deliverable														
Design	8w	16Jan21				DESIGN								
Review	2w	16Aug21					REV							
60% Deliverable														
Design	8w	15Aug21				DESIGN								
Review	2w	15Oct21						REV						
100% Deliverable														
Design	8w	16Oct21						DESIGN						
Permitting/Bidding														
Coordination with A/E	4w	16Dec21									PERMITTING			
Bidding Assistance and Negotiation	8w	15Jan22											BIDDING	

Title	Name	Rate	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN '22	FEB	MAR
Principal-in-Charge	Lori Rosenthal	\$ 237.00	0	0	4	0	4	0	4	0	4	0	0	0
Project Manager	Scott Henrichs	\$ 225.00	60	40	40	40	40	40	40	40	60	28	8	8
Discipline Lead	Tim Einweiser (Arch.), Jose Lizasoain (M/PEP), Alex Parikh (Elec.), Alan Ozan (Civil), Nelson Ortiz (Civil)	\$ 267.80	152	52	52	52	52	52	52	52	52	10	10	10
Professional	Wayne Yilmaz (Arch.), Hongtao Qe (Str.), Nathan Koopka (M/PEP), Beth Ann Bruns (Elec./AV), Nelson Mojarena (Civil)	\$ 159.00	208	188	188	188	188	188	188	188	188	8	4	4
Senior Technician	Ryan Guttschow (Arch.), Kara Nelson (Str.), Kyle Schmitt (M/PEP), Augusta Valbuena (Elec./AV), Mike Lewis (Civil)	\$ 128.00	128	88	88	88	88	88	88	88	88	8	4	2
Technician	Pat Fadden	\$ 80.00	0	0	8	0	8	0	8	0	8	0	0	0
Administrative	Amy Zimmerman	\$ 80.00	4	4	4	4	4	4	4	4	4	4	4	4
	Hours		552	372	384	372	384	372	384	372	404	64	28	28
	Labor Cost	\$	\$ 94,740	\$ 61,240	\$ 62,828	\$ 61,240	\$ 62,828	\$ 61,240	\$ 62,828	\$ 61,240	\$ 67,328	\$ 10,474	\$ 5,962	\$ 6,062
	Cumulative	\$	\$ 94,740	\$ 155,980	\$ 218,808	\$ 280,048	\$ 342,876	\$ 404,116	\$ 466,944	\$ 528,184	\$ 595,512	\$ 605,986	\$ 611,048	\$ 616,110

Estimated GRAEF Expenses \$ 9,750
 Estimated Subcontractor Expenses \$ 140,610
 Total \$ 150,360

**RFQ AP 05-20
 GRAEF USA, INC.
 ATTACHMENT A -
 CONTRACTOR'S COST PROPOSAL
 RATES**

1. Design/Permit = \$ 880,263
 2. Grant Services = \$ 6,015
 3. Coordination = \$ -
 4. Bidding = \$ 14,624
 Lump Sum Subtotal \$ 690,902
 Optional Generator Design \$ 15,208
 Lump Sum Subtotal Including Optional Generator Design \$ 706,110

GRAEF \$ 618,852
 VTC \$ 131,610
 GCT \$ 5,600
 Sum Not Including Optional Generator Design \$ 751,062

GRAEF \$ 625,860
 VTC \$ 131,610
 GCT \$ 5,060
 Sum Including Optional Generator Design \$ 766,470

March 13, 2021

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

Via E-mail

Reference: Design and Bidding Services for Baggage Claim Expansion Destin-Fort Walton Beach
Airport (VPS)
Okaloosa County RFQ AP 05-20

Subject: Scope of Work and Cost Proposal – R4

Dear Mr. Hinrichs:

VTC offers for your consideration the following professional services to support the Baggage Claim expansion at the Destin – Ft Walton Beach Airport (VPS).

PROJECT SCOPE OVERVIEW

VTC will provide design services for the Baggage Claim expansion at VPS. The design services will not coincide with the ongoing BHS ticketing expansion, and will be a separate 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. VTC will deliver the design model and the BHS specifications to Graef for assembly with the facility package.

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.



DETAILED SCOPE OF WORK

PART I: DESIGN

VTC will provide professional services for the development of the design packages. VTC will not be in control of the model and will not lead the preparation of the design deliverables. VTC will provide the BHS design deliverables to Graef for assembly with the facility package.

Schematic Design (30% Design) Phase

Upon receiving NTP, VTC will develop inbound demand analysis to confirm that two new slope plate baggage claim units and associated space requirements meet projected demand. In this phase, VTC will visit the site and survey the existing baggage claim area. VTC will provide a concept sketch showing two new slope plates and associated feed conveyor along with the two existing flat plate units.

VTC's activities during this phase are outlined below:

1. Perform inbound demand analysis to confirm required demand, capacity, and spacing for the claim units
2. Visit the site to survey the existing baggage claim area
3. Develop the concept sketch
4. Attend review and approval meetings with the Owner. The meetings will be primarily via conference calls.

VTC's deliverables during this phase are outlined below:

1. Concept sketch
2. High level cost estimate at 30% design

Design Development (60%/90% Design) Phases

VTC will further develop the schematic plans and elevations based on the finalized concept. VTC will coordinate "front-end" specification requirements for the BHS portions of the project and develop BHS technical specifications and estimate cost for BHS.

VTC's activities during this phase are outlined below:

1. Finalize the concept
2. Incorporate the Owner's review comments from the previous design phase
3. Develop detail design plans including elevations, phasing, and motor manifest
4. Coordinate "front-end" specification requirements for BHS
5. Develop BHS technical specifications
6. Estimate BHS cost
7. Attend review and approval meetings with the Owner. The meetings will be primarily via conference calls.



VTC's deliverables during this phase are outlined below:

1. Drawing package
2. BHS Technical specifications
3. Estimated BHS cost

Issue for Bid (100% Design) Phase

The 100% Design Phase will finalize design plans and specifications. The 100% design will be the issue for bid deliverable.

VTC's activities during this phase are outlined below:

1. Incorporate the Owner's review comments from the previous design phase
2. Finalize detail design plans including elevations, phasing, and motor manifest
3. Coordinate "front-end" specification requirements for BHS
4. Finalize BHS technical specifications
5. Finalize BHS cost estimate
6. Attend review and approval meetings with the Owner. The meetings will be primarily via conference calls.

VTC's deliverables during this phase are outlined below:

1. Final drawing package
2. Final technical specifications
3. Final BHS cost estimate

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.

The service for sealed design documents is not included in the base fee proposal. VTC can provide sealed design documents for an additional fee if required by Owner.

Documents provided by VTC will be marked either "Conceptual Documents for Reference Only", "Not for Construction", or any other suitable statement which denotes that the documents are for limited use, are not final and are not intended for permit, construction, or bidding purposes that satisfies the requirements of the statutes governing signing and sealing of engineering documents in the state where the project is located.

The following states justifications for this restriction:

- VTC provides design drawings and specifications based on generalized equipment sizes and performance parameters that reflect physical location, design intent, and system performance expectations.



- BHS design documents are generally used in the solicitation of BHS bids for procurement and implementation.
- Once awarded, the BHS Original Equipment Manufacturer (OEM) will use the design documents as a basis for the development of shop drawings using their specific equipment. The approved shop drawings are then used for Construction.
- The intent is to build a system using VTC drawings and other VTC documents comprised of components engineered by the OEM. The OEM is required by the BHS design specifications to provide sealed engineering drawings and calculations.
- If required to seal design documents, the BHS designer, by statute, cannot stamp them "For Permit" or "Issued for Construction" because they are preliminary and not the documents the BHS will be built from.

VTC's activities during this phase are outlined below:

1. Prepare bid documents for BHS work
2. Attend pre-bid conference via online conferencing platform
3. Receive, coordinate and respond to bidder questions (RFIs)
4. Coordinate, prepare, and make ready for distribution appropriate clarifications and addenda to the bid package for BHS work
5. Conduct bid evaluation for BHS work
6. Assist in the analysis of proposed alternates and substitutions for BHS work
7. Make recommendation for award

VTC's deliverables during this phase are outlined below:

1. Bid Documents
2. Clarifications and responses to RFIs
3. Bid Analysis



COMPENSATION

The total proposed compensation for labor and expenses is lump sum basis of **\$131,609.50** excluding the additional service. It is **\$141,609.50** including the additional service.

The additional service is the cost for sealed design documents based on one week of review time and stamping of approximately 20 sheets.

A summary of the fees is shown in the following figure.

COST SUMMARY	30% Design	60% Design	90% Design	100% Design	Construction Bid & Award
Labor Costs	\$ 29,220.00	\$ 39,320.00	\$ 27,566.00	\$ 18,268.00	\$ 15,409.00
Other Direct Costs	\$ 1,826.50	\$ -	\$ -	\$ -	\$ -
Computer	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -
Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Travel and Per Diem	\$ 1,826.50	\$ -	\$ -	\$ -	\$ -
Sub Consultant(s) Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Proposed Costs by Task	\$ 31,046.50	\$ 39,320.00	\$ 27,566.00	\$ 18,268.00	\$ 15,409.00
Total Proposed Cost					\$ 131,609.50
Period of Performance (Weeks)	5	5	5	4	12
Additional Service					\$ 10,000.00



PROPOSAL ASSUMPTIONS

The following assumptions have been made in preparing this proposal:

1. 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.
2. Travel expenses for site visits to VPS are based on the following trip durations (inclusive of transit time) and personnel:
 - a. Design:
 - 1) Project Manager – (1) trip / (2) days / (1) staff
 - 2) Engineering – (1) trip / (2) days / (1) staff
3. 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. Estimated travel cost will be:
 - a. Air transport - \$600 per staff/trip
 - b. Ground transport - \$30 per trip
 - c. Meals and incidentals per day - \$71 per staff
 - d. Lodging per night - \$156 per staff
4. The total duration of the proposed design services is planned to be 36 weeks, inclusive of design and bidding. Milestones are as follows:
 - a. 30% Design – 5 weeks
 - b. 60% Design – 5 weeks
 - c. 90% Design – 5 weeks
 - d. 100% Design – 4 weeks
 - e. Construction Bid and Award – 12 weeks
5. The service for sealed design documents is not included in the base fee proposal. VTC can provide sealed design documents for an additional fee if required by Owner. Documents provided by VTC will be marked either “Conceptual Documents for Reference Only”, “Not for Construction”, or any other suitable statement which denotes that the documents are for limited use, are not final and are not intended for permit, construction, or bidding purposes that satisfies the requirements of the statutes governing signing and sealing of engineering documents in the state where the project is located.

The following states justifications for this restriction:

- VTC provides design drawings and specifications based on generalized equipment sizes and performance parameters that reflect physical location, design intent, and system performance expectations.



- BHS design documents are generally used in the solicitation of BHS bids for procurement and implementation.
 - Once awarded, the BHS Original Equipment Manufacturer (OEM) will use the design documents as a basis for the development of shop drawings using their specific equipment. The approved shop drawings are then used for Construction.
 - The intent is to build a system using VTC drawings and other VTC documents comprised of components engineered by the OEM. The OEM is required by the BHS design specifications to provide sealed engineering drawings and calculations.
 - If required to seal design documents, the BHS designer, by statute, cannot stamp them "For Permit" or "Issued for Construction" because they are preliminary and not the documents the BHS will be built from.
6. The additional service for sealed design documents is based on one week of review time and stamping of approximately 20 sheets.
 7. VTC 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.
 8. Attendance to the review and approval meetings with the Owner will be held via conference calls or web. conference.
 9. Conformed Set will be provided during the Construction Administration Phase of the project.

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,



Megumi Hice
Director of Projects



DETAILED COST BREAKOUT

LABOR AND TRAVEL DETAIL		Rate	\$ 318.00	\$ 220.00	\$ 238.00	\$ 190.00	\$ 148.00	\$ 198.00	\$ 187.00	\$ 140.00	\$ 110.00	\$ 181.00	\$ 140.00	\$ 133.00
Design and Bidding Services for Baggage Claim Expansion	Division	Resource Names	Principal in Charge	Modeling Analyst	Project Manager III	Project Manager II	Project Manager I	Project Manager	Systems Engineer/Project Engineer	Senior Designer	Designer	Controls/Electrical Engineer	Project Coordinator	Field Engineer
VPS	(Weeks)	Hours	10	24	16	140	0	0	32	274	136	43	103	52
Revision 4, dated: March 13, 2021		Fees	3,100	5,280	3,808	26,600	-	-	5,984	38,350	16,184	7,763	15,768	8,916
DCFLVPS20421														
30% Design	5													
Develop inbound demand analysis		6,590	32	24		2			2	4				
Visit the site to survey the existing system		6,500	40			20				20				
Develop a draft concept sketch		3,454	26						2	0	12			4
Finalize the concept sketch		4,032	32							0	20			4
Attend review and approval meetings (conf. call)		660	4			2				2				
ROM Cost Estimate		2,452	18			2				0	0			
Project coordination		5,428	30	2		4	8							16
		29,220	182	2	24	4	34	0	0	4	50	40	0	16
60% Design	5													
Incorporate the Owner's review comments from the previous design phase		2,995	20			4				8			4	4
Develop detail design plans including elevations, phasing, and motor manifest		13,950	98						10	24	40	16		8
Coordinate "front-end" specification requirements for BHS		5,328	32			16				0			0	
Develop BHS technical specifications		7,222	46			4			6	24		8		4
Estimate BHS cost		5,004	34			8				16	8			2
Attend review and approval meetings (conf. call)		1,320	8			4				4				
Project coordination		3,500	18	2		4	4							8
		39,320	256	2	0	4	40	0	0	16	64	48	24	16
90% Design	5													
Incorporate the Owner's review comments from the previous design phase		2,936	20			4				8			4	4
Develop detail design plans including elevations, phasing, and motor manifest		8,468	60						4	18	16	8		16
Coordinate "front-end" specification requirements for BHS		2,104	12			0							4	
Develop BHS technical specifications		4,250	26			2			2	16		4		4
Estimate BHS cost		3,090	20			4				16				
Attend review and approval meetings (conf. call)		1,320	8			4				4				
Project coordination		5,428	30	2		4	8							16
		27,566	178	2	0	4	30	0	0	6	60	16	12	24



LABOR AND TRAVEL DETAIL		Rate		\$ 310.00	\$ 220.00	\$ 238.00	\$ 190.00	\$ 148.00	\$ 198.00	\$ 187.00	\$ 140.00	\$ 119.80	\$ 181.00	\$ 146.00	\$ 133.00
Design and Bidding Services for Baggage Claim Expansion	Duration	Resource Name	Principal in Charge	Modelling Analyst	Project Manager III	Project Manager II	Project Manager I	Project Manager	Systems Engineer/Project Engineer	Senior Designer	Designer	Controls/Electrical Engineer	Project Coordinator	Field Engineer	
100% Design	4														
Incorporate the Owner's review comments from the previous design phase		1,524	10				2				4				4
Finalize detail design plans including elevations, phasing, and motor manifest		5,470	42						2	16	24				
Coordinate "front-end" specification requirements for BHS		964	6			2									4
Finalize BHS technical specifications		1,994	10			2			2	8					4
Finalize BHS cost		3,204	22			2				16					4
Attend review and approval meetings (conf. call)		660	4			2				2					
Project coordination		4,952	28	2		2	8								16
		18,268	122	2	0	2	16	0	0	4	46	24	0	28	0
Construction Bid & Award	12														
Prepare bid documents for BHS work		2,464	16				4			8					4
Attend pre-bid conference call		660	4			2				2					
Receive, coordinate and respond to bidder questions (AFIs)		2,500	16			2				2		4		4	4
Coordinate, prepare, and make ready for distribution appropriate clarifications and addenda to the bid package		2,184	16			2				4	8				2
Conduct bid evaluation		1,757	12						2	6		3			
Assist in the analysis of proposed alternates and substitutions		1,880	12				4			8					
Make recommendation for award		940	6			2				4					
Project coordination		3,024	15	2		2	4								8
		15,409	97	2	0	2	20	0	0	2	34	8	7	18	4





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: February 10, 2020

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

RFQ AP 05-20

GRAEF USA, INC.

END of ATTACHMENT A

PROCUREMENT RFQ AP 05-20 AND

CONTRACTOR'S RESPONSE

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) Partial terrestrial LIDAR scan of west end on terminal, if necessary
- 3) Contours interval of 1' or .5' as applicable, all data will be in NAVD '88 and NVD 83.

TOTAL: \$7,500.00

Notes:

- 1) Quality Level "B" SUE services (by others), if required, please allow \$1,500.00 (if done in accordance with topographic survey)

Gustin, Cothern & Tucker, Inc.

GRaEF-USA

Allen E. Tucker

Allen E. Tucker, PSM, President

Scott D. Hinrichs PE, Principal

February 10, 2020

Date Signed

Date Signed

GENERAL SERVICES INSURANCE REQUIREMENTS

RESPONDENTS INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. 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 prior written notice to the Respondent.
6. The County reserves the right at any time to require the Respondent to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Respondent.
8. Any exclusions or provisions in the insurance maintained by the Respondent that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the SubRespondent similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of

insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Respondent must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) combined single limit each accident. If the Respondent does not own vehicles, the Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Respondent must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The Respondent shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the Respondent shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Respondent's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).


RFQ AP 05-20
GRAEF USA, INC.
ATTACHMENT C
Title VI list of Pertinent NonDiscrimination
Acts and Authorities

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 Respondent is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 12/18/2019

SIGNATURE: 

COMPANY: Graef-USA Inc.

NAME: Scott Hinrichs, P.E.
(Typed or Printed)

ADDRESS: 2300 Maitland Center Pkwy
Suite 210
Maitland, Florida 32751

TITLE: Principal/Vice President

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

PHONE NO.: 407-659-6500

RFQ AP 05-20
GRAEF USA, INC.
ATTACHMENT D
Scrutinized Companies Certification

Special Conditions
Federal Requirements
Over \$150,000.00

The following special conditions apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Florida Department of Transportation.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 726-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 08/18

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 425816-5-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 751000 55032020328 VF596000765015
Contract Number: <u>61142</u>	Federal Award Date:			
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into December 5, 2019, by and between the State of Florida, Department of Transportation, ("Department"), and Okaloosa County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design & AE Services - Terminal Expansion for Baggage Claim, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

RFQ AP 05-20
 GRAEF USA, INC.
ATTACHMENT F
 Executed Grant

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/19

___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ___ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 08/18

- a. The estimated total cost of the Project is \$600,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 728-000-01
STRATEGIC
DEVELOPMENT
03C 09/19

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 09/19

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", **Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", **Project Description and Responsibilities**, and as set forth in Exhibit "B", **Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
0GC 09/18

in writing by the Department. Specific unallowable costs may be listed in Exhibit "A", Project Description and Responsibilities.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-005-01
STRATEGIC
DEVELOPMENT
OGC 09/18

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGG 09/18

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 09/19

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/19

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
CGG 02/10

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: fiaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 728-000-01
STRATEGIC
DEVELOPMENT
OGC 08/18

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 728-000-01
STRATEGIC
DEVELOPMENT
OGC 03/19

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's 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 the Agency and persons employed or utilized by the Agency 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 the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
ORC 09/19

including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/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 the State of Florida and the Agency's sovereign immunity."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability Insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
03G 08/19

occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

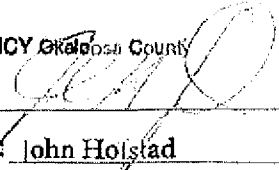
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
030 09/15


- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

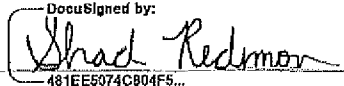
AGENCY Okaloosa County

By: 
Name: John Hoistad
Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: 
Name: Jared Perdue, P. E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

481EE5074CB04F5...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
09/19

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & AE Services - Terminal Expansion for Baggage Claim

B. Project Location (limits, city, county, map): Destin - Fort Walton Beach Airport / Eglin Air Force Base/Eglin Air Force Base, FL/Okaloosa

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

FINANCIAL PROJECT# 4256165; UPIN: PFL0012417

Attachment 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Public Transportation Grant Agreement (PTGA) to be issued and agreed upon by the State of Florida, Department of Transportation and Okaloosa County Board of County Commissioners referenced by the above Financial Project Number.

PROJECT LOCATION: Destin—Fort Walton Beach Airport (VPS)

PROJECT DESCRIPTION, SCOPE OF WORK & DELIVERABLES:

Design of a terminal expansion addition on the east side of the existing main terminal facility to expand the capacity of the baggage claim lobby. The baggage claim addition consists of an approximate 15,000 square foot bag claim addition to the east of the existing non-secure side lobby. Design will include relocated east entrance, male and female restrooms, space for expansion of rental car ticket counters or customer que, expanded bag claim lobby, two additional sloped plate baggage claim carousels, and modifying the existing two baggage claim belts from flat plates to sloped plates to accommodate larger aircraft.

Plans will also include: The civil site work for approximately 3,500 square yards of airfield PCC pavement removal and 100 square yards of sidewalk removal. Approximately 250 feet of the existing AOA fence will also be removed. The proposed PCC reconstruction area based on the requirements is approximately 2,000 square yards and the proposed sidewalk totals approximately 150 square yards. An existing sanitary sewer manhole will need to be relocated in order to accommodate the terminal expansion. Existing water and gas lines will also need to be assessed and possibly relocated by respective utility owners outside of the proposed baggage addition building footprint. This scope will be further refined as part of the design process.

The design team will match exterior architectural features and interior finishes as best as possible while providing options for roof tie-in to the existing structure. Other ancillary items that may be included in the scope of the design include reconfiguring the east pre-arranged parking lot, taxi pick-up stands and modification of covered walkways, and/or the modification of any spaces that share adjoining walls with the baggage claim area.

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

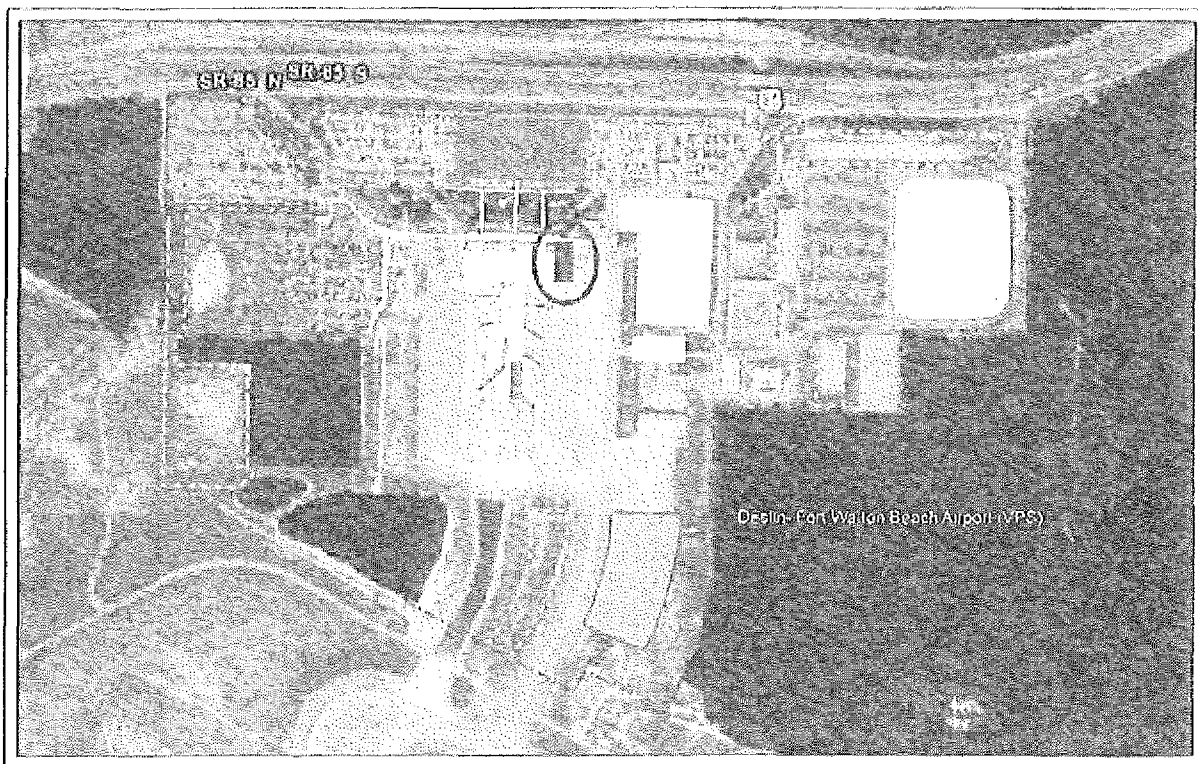
Any remaining funds from the design contract will be applied towards professional AE services during construction to include contract administration, inspection, resident project representative costs, or other construction phase services.

JUSTIFICATION: The recently finalized terminal area study and terminal layout plan update for VPS completed in 2018 identifies the need for three (3) baggage claim devices by 2023 and a

FINANCIAL PROJECT# 4256165; UPIN: PFL0012417

fourth by 2028. Analysis of the current baggage claim area and adjoining rental car agency positions showed that baggage claim demands now exceed the current capacity. It is recommended that the baggage claim area be expanded by 6,000 SF to accommodate the recommended space needs for the claim lobby and in-bound baggage operations. Total facility expansion on the secure and non-secure side is projected at 15,000 SF to account for expanded rental service counter space and open-air covered area on the secure airside for baggage drop. Okaloosa County will cost share this FDOT PTGA at a 50/50 split with FDOT funds of up to \$300,000.00 and Local Match at \$300,000.00.

Project Location Sketch



Legend

- Project Study Area
- Permitted FAA-compliant stormwater system
- Professional Development with Garage
- Administrative Building
- Multi-Story Parking Garage
- Overnight Apron Expansion
- Covered Walkways
- Terminal Holdroom Expansion and new Gate B4
- Baggage Claim Expansion
- Airside Parking
- Rental Car Overflow
- Security Inspection Facility

Figure is not to scale and is for graphic purposes only.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form T28-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 08/18

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
425616-5-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$300,000
425616-5-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$300,000
Total Financial Assistance							\$600,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$300,000	\$300,000	\$0	\$600,000	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$300,000	\$300,000	\$0	\$600,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Quinton Williams

Signature

12/2/19

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 09/19

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 09/16

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 728-000-02
STRATEGIC
DEVELOPMENT
OGC 6/18

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/18

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an Invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is: .

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 728-000-02
STRATEGIC
DEVELOPMENT
OGC 09/19

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/18

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION 19- 184

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA; APPROVING PUBLIC TRANSPORTATION GRANT AGREEMENT (FIN PROJECT 42561659401) FOR THE PURPOSE OF DESIGN & AE SERVICES - TERMINAL EXPANSION FOR BAGGAGE CLAIM AT DESTIN-FORT WALTON BEACH AIRPORT; AUTHORIZING EXECUTION OF THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has been granted the authority to enter into a Public Transportation Grant Agreement (PTGA) with Okaloosa County granting funding to undertake the resolved project, and

WHEREAS, the County agrees to provide matching funding as presented in Exhibit "B" of the attached Public Transportation Grant Agreement (PTGA), and to abide by the mutual covenants, promises and representations contained therein;

NOW THEREFORE, be it resolved by the Board of County Commissioners of Okaloosa County as follows;

1. The Board has the authority to enter into grant agreements for the attached PTGA.

2. The Board's registered agent in Florida shall be the Grants Manager. The Registered Agent's address is: 1250 N. Eglin Parkway, Suite 102, Shalimar, FL 32579.

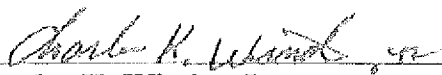
3. The Board authorizes the County Administrator, or in the County Administrator's absence, the Grants Manager, to sign any and all agreements, contracts, all assurances, warranties, certifications and any other documents, which may be required in connection with the grant application and agreement or subsequent grant and contract related documents.

4. The Board authorizes the Grants Manager to sign any reimbursement invoices on the behalf of the County.

5. This Resolution is effective upon adoption and execution.

DULY ADOPTED THIS 19th day of November, 2019.


BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA


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



ATTEST:

CLERK OF THE CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


J.D. Peacock II
Clerk of Circuit Court



APPROVED AS TO FORM:


Lynn M. Hoshihara, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 02/18

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 728-000-02
STRATEGIC
DEVELOPMENT
OSG 08/19

- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/19

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
DEC 08/19

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 09/19

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/18

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
 - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
14. **Operations and Maintenance.**
 - a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
 - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
15. **Federal Funding Eligibility.**
 - a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
 - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
16. **Project Implementation.**
 - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
 - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
 - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
18. **Airfield Access.**
 - a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/10

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OSC 02/18

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

- a. **Project Certifications.** Certify Project compliances, including:
 - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 3) Completed construction complies with all applicable local building codes.
 - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
- b. **Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
 - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
 - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
 - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
 - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. **Inspection and Approval.** The Agency assures that:
 - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
 - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
- d. **Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 728-000-02
STRATEGIC
DEVELOPMENT
OGC 09/10

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
08C 03/19

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Agency shall complete and submit the following Project Close-Out Review Confirmation to the Department after final reimbursement is received.

Project Close-Out Review Confirmation

Airport: _____

Project Number: _____ ("Project")

Contract Number: _____

Total Contract Amount: _____

Remaining Balance: _____

On behalf of _____, I acknowledge that the project has been completed in accordance with the terms of the Public Transportation Grant Agreement ("Agreement").

I acknowledge that all contract records relating or pertaining to the Agreement have been reviewed and payments for all submitted invoices have been received in full and there are no outstanding invoices pending submittal. Accordingly, it is understood that all reimbursements have been made under this agreement.

I hereby certify that the aforementioned information is true and correct.

Signature - Airport Representative (name and title)

Airport Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 726-000-02
STRATEGIC
DEVELOPMENT
GGC 09/19

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$300,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>