



**RFQ-SF-01-0-2020
ADDENDUM NUMBER 2**

**REQUEST FOR QUALIFICATIONS
For
ENGINEERING AND PERMITTING
SPACE COMMERCE WAY CONNECTOR
4-LANE WIDENING**

Date: June 9, 2020
To: All Interested Bidders and Other Interested Parties
From: Annette O'Donnell, Director of Contracts

Space Florida issues the following Addendum Number 2 and considers it part a part of the Request for Qualifications (RFQ) document.

- 1. Questions and Responses:**
Attached hereto please find the Questions and Responses to RFQ 01-0-2020.
- 2. Attachment A Draft Copy AIA B102-2017:**
Remove and replace in its entirety. Revised AIA, A104 includes:
 - a) Delete Sections 19 and 36. Revise Section 26.
- 3. Attachment B:**
Planholder list as of June 8, 2020.
- 4. Attachment C Plans:**
Survey and Map Report for the Topographic Survey of Kennedy Space Center-Space Commerce Way, Brevard County, Florida, May 19, 2020

**Questions and Responses to
RFQ-SF-01-0-2020
Space Florida Request for Qualifications for
Engineering and Permitting Space Commerce Way Connector 4-Lane Widening**

Question	RFQ Area	Section	Page #	Question	Response
1	Excluded Parties	General	Page 3	We are a subconsultant to one of Space Florida's current continuing consultants and understand that our prime is excluded from responding to this RFQ because of their previous work on this project. Our firm has not participated in any of the planning or design related to this project and would like you to confirm our eligibility to respond to RFQ-SF-01-0-2020.	Yes, such a subconsultant is eligible.
2	Attachment A, Draft AIA Contract	Draft AIA Contract Section 19	RFQ Page 26; Page 11 Draft AIA Contract	The indemnification language in your RFQ does not comply with Florida Statute 725.08. As written, the requirements of the provision, specifically the duty to defend and the broad-form indemnification language, are uninsurable and against the public policy of the state. Will you modify the current indemnification language to comply with FS 725.08 and please provide us with new language to review?	Remove Draft AIA contract attached to the RFQ. Replace in its entirety with the revised Draft AIA contract attached hereto as Addendum 2, Attachment A. Sections 19 and 36 have been deleted and Section 26 has been revised.
3	Qualifications	General	Pages 5-6	Is it a requirement that the Prime Submitting Team member be Pre-Qualified with FDOT in order to submit for this RFQ?	At a minimum, it is recommended that the Prime Consultant be prequalified with FDOT for Work Group 3: Highway Design Roadway as defined in Florida Administrative Code 14-75.003 <i>Minimum Technical Qualification Standards by Type</i>
4	Attachment B Description of Project and Statement of Work	Attachment B Description of Project and Statement of Work Section C	RFQ Page 75; Attachment B Description of Project and Statement of Work Page 17	Regarding the Existing Roadway Corridor and Drainage Survey (currently in progress) that is mentioned in the Field Investigations Phase (Part C) of Exhibit A- Scope of Services, could you please confirm or elaborate if the data can be converted to DWG format from the DGN format files that are expected to be provided, and if DWG format is suitable for use for design purposes?	Both DGN and DWG formats will be provided. Space Florida expects Consultant to use FDOT Office of Design standards for plans preparation, design, and CADD.
5	General	NA	NA	Do you have a list of firms that has downloaded the RFQ-RFQ 01-0-2020/AO1?	See Addendum 2, Attachment B, Planholder List
6	Excluded Parties	General	Page 3	Is the Survey Company that is providing the Lidar Survey have a conflict of interest due to survey they have or will be providing?	The firm completing the LiDAR survey is not excluded from submitting a proposal to this RFQ. Space Florida anticipates that supplemental surveying will be required. If required, Space Florida can authorize the survey company, GPI Geospacial, Inc. to address any required updates to the LiDAR survey. Consultant shall assist Space Florida with any additional data requests for the LiDAR survey.
7	Attachment B Description of Project and Statement of Work	Attachment B Description of Project and Statement of Work Section C	RFQ Page 75; Attachment B Description of Project and Statement of Work Page 17	Will the Lidar Survey be made available via an addendum or is the intent to provide to the selected team only?	See Addendum 2, Attachment C for the Survey and Map Report for the Topographic Survey of Kennedy Space Center-Space Commerce Way, Brevard County, Florida, May 19, 2020.
8	Schedule	NA	Page 2	Could Space Florida consider extending the submittal date by 2 weeks?	At this time, no extension is anticipated.

9	General	General	NA	What is the estimated start date?	Space Florida anticipates contract negotiations to occur in July 2020 and issue a contract award by no later than September 1, 2020. These dates are subject to change.
10	General	General	NA	What is the estimated completion date?	Space Florida anticipates completion of field investigations, permitting, and design-phase services no later than December 31, 2021. Bidding and construction award anticipated to be complete by April 1, 2022. These dates are subject to change.
11	General	General	NA	What is the estimated budget?	Refer to Addendum 1, Technical Memo Section 5. The rough order of magnitude cost range for the project is \$26 million to \$28 million.
12	Qualifications Package Instructions	Section 4	Page 4	The SF 330 form margins are .50 on all sides. The qualification package instructions found on page 4 of the RFP states to use at least three-quarter (3/4) inch margins on all sides. Please confirm that they use of the original SF 330 form margin of .50 on all sides is acceptable.	Margins of .50 is acceptable if using SF 330.
13	Qualifications Package Instructions	Section 4	Page 4	Are the required forms listed on page 7 of the RFQ counted against the 50 page limit?	The forms required on page 7 of the RFQ (Statement the firm has reviewed the AIA Contract and agrees to the terms and conditions, Proof of Insurance, Non-Collusion Clause, Public Entity Crimes, Scrutinized Company Statement and Financial Statement) are excluded from the 50 page limit for proposals.
14	Qualifications Package Instructions	Section 4	Page 4	Can the font size used in graphics be smaller than the required 11 point font?	The font size used in the graphics may be smaller than 11 point font but must remain legible.
15	RFQ 01-0-2020 Addendum 1	Section 4	Pages 4-5	Does the Record of Environmental Considerations (included in Addendum #1) confirming that the Space Experiments Research and Processing Laboratory (March 2000) and Space Commerce Way Road, Phase II (May 2002) Environmental Assessments provide NEPA coverage for Space Commerce Way also include the proposed wet detention ponds outside the 220-foot right-of-way.	Space Florida is currently performing an assessment specific to "right of way acquisition needs" for stormwater management and wetland impacts. The results of this assessment will be provided to the selected Consultant.
16	RFQ 01-0-2020 Addendum 1	Section 4	Pages 4	In reference to Section 4.1 in Addendum #1, is an ownership transfer of Space Commerce Way to FDOT anticipated during the design and construction of this project.	NASA currently owns the property. Ownership will be determined external to this project. Ownership does not affect the requested scope of work at this time. Design and permitting should be agnostic at this point.
17	Attachment B Description of Project and Statement of Work			In reference to the Scope of Work Description in Attachment B, please provide the extents of the proposed irrigation. Will the entire length of the right-of-way be irrigated or just select areas?	To be determined. Irrigation and landscaping are ancillary elements of the work. Space Florida does not require that qualification packages address these ancillary elements.
18	General	General	NA	What is the schedule for design?	See response to Questions 9 & 10 above.
19	General	General	NA	Who will be lead agency?	Space Florida is responsible for procuring both design and construction phases.
20	RFQ 01-0-2020 Addendum 1	Section 4	Pages 4-5	Are there any requirements for a NEPA re-evaluation?	Undetermined. Space Florida is coordinating with NASA at this time. Also, refer to response to Question 15 above.

21	General	General	NA	Are there any existing plans?	<p>If available, the original final construction plans will be provided to the selected Consultant. The St. Johns River Water Management District permitted plans are available online:</p> <p>66717: Space Commerce Way https://permitting.sjrwm.com/epermitting/jsp/Search.do;jsessionid=C5AqET2aFJ8PWRuNX1cjYmbiBl6cHATo2xN8bvXIRxiBWclPdbhg!215881752</p> <p>67717-1 Phase I (SW Leg) https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=67717</p> <p>67717-2: Phase II (NW Leg) https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=80371</p> <p>67717-3: Extension to 2009 https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=102090</p> <p>67717-4: Blue Origin Driveways https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=145508</p> <p>67717-5: FPL Substation Driveway https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=145589</p> <p>16825-3: Visitor Complex Driveway https://permitting.sjrwm.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=153034</p>
22	Qualifications Package Instructions	Section 4	Page 4	We have an unpopulated joint venture. As such, should we provide separate financial statements for each joint venture partner?	Yes, each partner of the joint venture should provide financial statements.
23	Qualifications Package Instructions	Section 4	Page 4	We have an unpopulated joint venture. As such, should we provide separate insurance certificates for each joint venture partner?	Yes, each partner of the joint venture should provide proof of insurance.
24	General	General		Who will be the owner and the maintaining agency of the roadway?	NASA currently owns the property. Maintenance of the property is undetermined at this time.

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

Standard Form of Agreement Between Owner and Engineer without a Predefined Scope of Engineer's Services

AGREEMENT made as of the ____ day of May in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Engineer's client identified as the Owner:
(Name, legal status, address and other information)

Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
321-730-5307

and the Engineer:
(Name, legal status, address and other information)

tbd

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Space Commerce Way Connector Engineering and Permitting
2.7 mile long roadway connecting Kennedy Parkway to NASA Parkway
Kennedy Space Center, Florida

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ENGINEER'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ENGINEER'S RESPONSIBILITIES

§ 1.1 The Engineer shall provide the following professional services:

(Describe the scope of the Engineer's services or identify an exhibit or scope of services document setting forth the Engineer's services and incorporated into this document in Section 9.2.)

The Scope of Services is attached as Exhibit "A" ("Scope of Services"). The schedule for the Engineer's Scope of Services shall be prepared by Engineer within ten (10) days of the Notice to Proceed per Section VII of Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Engineer's compensation.

§ 1.1.1 The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Engineer identifies the following representative authorized to act on behalf of the Engineer with respect to the Project.

(List name, address, and other contact information.)

name, email, and phone number of Engineer's representative

§ 1.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 1.5 The Engineer shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and NASA, as additional insureds for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Engineer shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per occurrence for Professional Liability Insurance.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

(List name, address, and other contact information.)

Stephen Szabo, P.E.
sszabo@spaceflorida.gov

§ 2.3 The Engineer shall coordinate the services of Owner's consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service.

(Paragraphs deleted)

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 Drawings, specifications, reports, and all other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Engineer. Engineer shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Engineer's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Engineer agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Engineer under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Engineer further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Engineer's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Engineer shall be entitled to retain copies of the Design Documents for the Engineer's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Engineer shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Engineer shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents.

§ 3.2 The provisions of this Article 3 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other, NASA, FDOT, and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Engineer and Owner waive consequential damages against each other, NASA, and FDOT for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person

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or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Brevard County, Florida.
- Other (Specify)

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Engineer terminates this Agreement pursuant to Section 5.1, or the Engineer terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable Expenses incurred, which compensation shall be Engineer's sole and exclusive remedy for any termination or suspension.

§ 5.7

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(Paragraphs deleted)
not used.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Engineer's services

One year from the date of Substantial Completion of the Construction of the Project.

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Engineer do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Engineer's services.

(Paragraph deleted)

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Engineer as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

to be negotiated

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and
- .9 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Engineer and the Engineer's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with any invoices for Reimbursable Expenses. Travel expenses are not reimbursable.

§ 6.2.3

(Paragraphs deleted)

Additional Services. Compensation for Additional Services that are not include in the Scope of Services shall be negotiated by the Owner and Engineer at the time of Owner's request for said Additional Services. Engineer shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Engineer execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Engineer performing such Additional Services. Before negotiating Additional Services, Engineer shall

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provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on subconsultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Engineer. The maximum hourly rates for Additional Services are stated in Exhibit "B".

§ 6.3 Payments to the Engineer

§ 6.3.1 Submittal of Invoices. Invoices shall be submitted by electronic mail to Owner, confirmed returned receipt to accounting@spaceflorida.gov with a courtesy copy to the Project Manager, Stephen Szabo, at sszabo@spaceflorida.gov Engineer's invoices shall be supported by such data substantiating the Engineer's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for supplies and Reimbursable Expenses, and records of description of services performed, time and names of personnel performing the services, and any documents required by FDOT.

(Paragraph deleted)

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly for the completion and delivery to Owner of each deliverable described in Exhibit "A". Payments are due and payable thirty (30) days after the date of Owner's approval of the Engineer's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below:

(Insert rate of monthly or annual interest agreed upon.)

Per Florida Statute Chapter 218.

(Paragraphs deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form.

(Paragraph deleted)

§ 7.5 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 7.7 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Engineer specifying the use of such substance. Engineer shall notify the Owner immediately upon Engineer's discovery of any hazardous or toxic substance on the Project site.

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§ 7.8 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be unreasonably withheld or delayed. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Engineer shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119 and Florida Statutes Section 331.326. If confidential, Engineer shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119 and Chapter 331. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

1. **Availability of Funds.** All activities under or pursuant to this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Owner shall immediately notify Engineer should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

2. Public Records.

a. To the extent Engineer is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Engineer shall:

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

b. If the Engineer fails to provide the public records to Owner within a reasonable time the Engineer may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Engineer shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys

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or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Engineer's failure to comply with the terms of this Section.

c. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, CARRIE BARGAS AT 321-730-5301, CBARGAS@SPACEFLORIDA.GOV, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953.**

3. **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall Owner be liable to Engineer for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Engineer, its agents, servants, employees, or subconsultants. In all instances, Engineer shall be responsible for any injury or property damage resulting from any activities conducted by Engineer.

4. **No Harassment.** Engineer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Engineer shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Engineer is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and Engineer shall have the right to enforce this Agreement. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

6. **Non-Discrimination.** Engineer and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Engineer shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Engineer agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

Engineer shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

7. **Public Entity Crime Notice.** Engineer affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Engineer been convicted of a Public Entity Crime. Engineer agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

8. **Records.** Engineer shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Engineer's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Engineer shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, NASA, State personnel of the Florida Department of Transportation (FDOT), Office of the Auditor General, Chief Financial Officer, and Office of the Chief Inspector General. Owner may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of

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Engineer which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

9. **Audit and Contract Records.** To the extent applicable, Engineer shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in Exhibit "C" attached, Audit Requirements. Engineer shall include the audit and record keeping requirements provided for in this Section and in Exhibit "C", in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.99(2)(x) of the Florida Statutes.

10. **No Use of Funds for Lobbying or Litigation.** Engineer shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Engineer shall not use any funds received pursuant to this Agreement for any legal action against FDOT, Owner, or NASA.

11. **Discriminatory Vendor List.** Engineer represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Engineer shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

12. **No Contingency Fees.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Schedule.** Engineer shall perform its services in accordance with the schedule that will be prepared pursuant to the requirements of Exhibit "A".

14. Whenever the term, "AIA Document A201-2007" is used in the Contract Documents, it shall refer to and mean Space Florida's AIA A201-2007, Revised General Conditions of the Contract for Construction.

15. Engineer is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, including NASA directives, as applicable.

16. **E-Verify.** Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Engineer during the term of this Agreement; and Engineer shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The employment by Engineer or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement.

Only those employees determined eligible to work within the United States shall be employed under this Agreement.

17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Engineer has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed that is in this Agreement shall be considered a part of this Agreement.

19. Not used.

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20. Scrutinized Companies List.

- a. By executing this Agreement, Engineer certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the 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 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Engineer is found to have submitted a false certification as to the above or if the Engineer 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 Owner determines that the Engineer has submitted a false certification, Owner will provide written notice to the Engineer. Unless the Engineer demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Engineer. If Owner'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 Engineer, and the Engineer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Engineer.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. CADD. The Engineer shall provide copies of the Design Documents to Owner prepared in 3D Revit or another CADD format approved by Owner.

22. Subconsultants. All subconsultants utilized by Engineer for the Project are subject to the approval of Owner. After approval from Owner, the Engineer shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. NASA's Right for Access and Inspection. NASA may enter the Project site for the purposes of inspections and observation of the Work. Engineer shall have no claim on account of such entries against NASA, or any officer, agent, employee, or related entity thereof.

24. The following agreements are incorporated by reference and Engineer shall comply with all terms, conditions, and requirements of same:

FDOT Funding Agreement C20149-TW001 dated June 20, 2019, Contract No. G1B16, attached as Exhibit "D".

25. Engineer shall not be entitled to any claim for delay because of restrictions associated with accessing the Project site. The Project site is an active US government installation. There will be delays and work stoppages due to government activities at or near the Project site. Engineer's vehicles and personal will be subject to delays and inspections upon entering the property and Engineer has included these delays in its Contract Sum. Engineer shall coordinate daily with the designated Owner representative prior to arriving on-site to avoid delays and work-stoppages due to other government activities at or near the Project site. Material deliveries require minimum 48 hour prior advance coordination with Owner.

26. Indemnification. Engineer shall indemnify and hold harmless NASA-KSC, State of Florida, Department of Transportation (FDOT), Owner, and their officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and any other persons employed or utilized by Engineer in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

27. Access. Access by Engineer to NASA facilities or property is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

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28. Prohibition of Use of NASA Name and Emblems. Engineer shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Engineer may not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) without review and approval by both Owner and NASA.

29. Safety.

a. If applicable, Engineer shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center ("KSC") Safety Procedural Requirements for Owner Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR.

b. Engineer shall comply with the tailored version of KNPR 8715.3 - 3, Chapter 7 Mishaps and Close Calls as follows:

i. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of Engineer that result in at least one of the following:

- The death of an individual.
- Injury or illness to any individual that is not employed by Owner or Engineer, its agents or invited guests.
- Damage to property.
- High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.

c. Engineer shall report all KSC-Reportable Mishaps to Owner, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA), by notifying the Owner's Project Manager identified in this Agreement.

d. Engineer will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to Owner.

e. Engineer shall comply with NASA regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.

30. Waiver of Claims as Required by NASA. Engineer hereby waives all claims against Owner, NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement, including, but not limited to, for any injury to, or death of, Engineer's employees or the employees of Engineer's related entities, or for damage to, or loss of, Engineer's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner's or NASA's willful misconduct. Engineer waives all claims against Owner and NASA (except for such claims which result from the gross negligence or willful misconduct of the Owner, NASA, or its agents) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Engineer's responsibilities under this Agreement.

31. ENVIRONMENTAL COMPLIANCE:

1. Engineer shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, including items related to the space program. In the event such items are discovered at the Project, Engineer shall cease its activities at the site and immediately notify the Owner.

2. Engineer shall take measures to prevent the release of hazardous materials at, about, or beneath the Project. Engineer shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to Owner. Reportable Quantities for hazardous materials are defined by various federal and State of Florida regulations such as, but not limited to, 40 CFR Part 302, 40 CFR Part 355, 49 CFR Parts 171-180, Florida Administrative Code (FAC) Chapter 62-150, and FAC Chapter 62-770.

3. Engineer shall also immediately report any spill or release of hazardous materials (regardless of quantity) to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) to the Owner.

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4. Engineer shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.
32. Cooperation with Inspector General. Engineer and Owner agree to comply with Section 20.055(5), Florida Statutes, and Engineer shall incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Section 20.055(5) requires the Owner and the Engineer and its subconsultants to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
33. Engineer is encouraged to use Florida's minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd
34. It is the policy of FDOT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this Agreement. Engineer and its subconsultants agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Engineer shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts.
35. Prohibited Interests: No member, officer, or employee of Owner during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Engineer and its subconsultants shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Owner during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Owner, any such interest, and if such interest is immediately disclosed to Owner, Owner with prior approval of FDOT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Owner relating to such contract, subcontract, or arrangement. Engineer shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Owner during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
36. Not used.
37. Prohibited Gratuities. Engineer shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Owner, NASA, or FDOT.
38. Engineer's Logos. Engineer shall not place any of its company logos on any documents prepared for Owner.
39. No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Engineer waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner, NASA, and FDOT.
40. Electronic Signatures. The parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

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ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Engineer
- .2 not used.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit "A" – Scope of Service
Exhibit "B" – Hourly Rates
Exhibit "C" – Audit Requirements
Exhibit "D" – FDOT Funding Agreement C20149-TW001 **dated June 20, 2019, Contract No. G1B16**

.4 Other documents:
(List other documents, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ENGINEER *(Signature)*

(Printed name and title)

(Printed name, title, and license number, if required)

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Exhibit A – Scope of Services

SCOPE OF SERVICES FOR ENGINEERING AND PERMITTING

SPACE COMMERCE WAY CONNECTOR

4-LANE WIDENING

SPACE FLORIDA

OVERVIEW

The Space Commerce Way Connector roadway is approximately 2.7 miles long (Figure 1) and connects Kennedy Parkway (near end of State Road 3) to NASA Parkway (near end of State Road 405). It is a two-lane road with four-lane sections and turn lanes at the signalized intersections of NASA Parkway, KSC Visitor Complex Driveway (Galaxy Way), and Kennedy Parkway. Space Commerce Way bifurcates Space Florida's leasehold, Exploration Park at the Cape Canaveral Spaceport. The roadway is on Federal property and provides access to Exploration Park, the KSC Visitor Complex, and non-badged personnel traveling between North Merritt Island and Titusville. The road is designated as an emergency evacuation route. Based on growth in the area, the roadway is proposed to be widened from two to four lanes (Figure 2). The roadway has a non-dedicated, 220-foot right of way (NASA owned). The roadway was originally designed and permitted as a four-lane road but the environmental permits have since expired. See Attachments A and B for more information.

PURPOSE

The purpose of this scope of work is to define the responsibilities of the CONSULTANT for the design and preparation of a complete set of construction contract documents and engineering services, as necessary, for improvements to widen the roadway to four lanes and bring the existing two lanes into compliance with current roadway standards. At Space Florida's (SF) option, this scope can be used for the design and permitting of any properties along the Space Commerce Way corridor. The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, environmental impact analysis, calculations and other technical documents in accordance with Space Florida, regulatory, and grant funding procedures and requirements. These contract documents will be used by the Contractor to build the project and by SF and their Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project.

SCOPE OF WORK DESCRIPTION

The CONSULTANT shall provide design and permitting services including project management, data collection, finalizing the roadway alignment and pond locations, plans and specifications preparation, permitting, public involvement, and support services during the bidding and construction phases. All plans and design documents are to be prepared in accordance with all applicable SF, grant and Florida Department of Transportation (FDOT) guidelines and manuals.

Elements of work shall include roadways, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation,

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landscaping and irrigation, maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, environmental mitigation plans, and all necessary incidental items for a complete project.

The CONSULTANT shall provide services necessary to obtain an Environmental Resource Permit from St. John's Water Management District (SJRWMD), an Individual Permit (IP) from the United States Army Corps of Engineers (USACE), and any other permits required.

I. FIELD INVESTIGATIONS PHASE

A. Kick-Off Meeting

Upon issuance of a notice-to-proceed, the CONSULTANT shall facilitate a kick-off meeting with SF and stakeholders to review the project scope, deliverables and schedule of deliverables. During this meeting, the CONSULTANT shall describe the processes that can be expected during the development of the project. The CONSULTANT shall prepare an agenda and meeting minutes and distribute an electronic file of the meeting minutes to all attendees via email.

B. Field Review and Data Collection

The CONSULTANT shall investigate the status of the project and become familiar with concepts developed from prior studies and designs. The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project. Field review shall include site visits, wetland delineation and listed species surveys, and review of existing conditions and drainage patterns. The locations/types, survey control, LiDAR data, geotechnical/soils data; floodplain data, soil data; existing permit data including previous calculations and environmental mitigation requirements.

C. Surveying

The CONSULTANT shall perform all required topographic, utility, and boundary surveying needed to prepare the Contract Documents and perform analysis needed for permitting. The CONSULTANT shall leverage available and/or newly generated LiDAR data and/or previous topographic surveys. Right-of-way boundaries shall be confirmed with NASA.

The CONSULTANT will be provided a FDOT-compliant, signed and sealed, roadway corridor and drainage survey (currently in-progress). The survey is being prepared using traditional land surveying and aerial photogrammetric and LiDAR mapping with accuracy analysis conforming to FGDC-STD-007.3-1998 Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy. The survey will include approximately 55 drainage structures and wet areas that may be obscured from aerial mapping methods. The survey will be provided a .DGN file with georeferenced TIFF Orthophotography files (3") and a Professional Surveyor and Mapper report.

Additional surveying services by the CONSULTANT are expected for subsurface utility locating, jurisdictional wetland flagging, and miscellaneous feature identification not included in the Space Florida provided survey.

Utilities: The CONSULTANT shall identify and verify the following existing and proposed

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utilities, both horizontally and vertically, which may influence location and design considerations: Overhead (power, cable & telephone), aboveground (poles, fire hydrants, utility manholes and valve boxes), underground (water, gas, sanitary sewer, force mains, street lighting cables/conduit, power cables, telephone cables, etc.). The CONSULTANT shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts.

D. Geotechnical Investigations

The CONSULTANT shall perform all required geotechnical investigations necessary to complete the roadway, traffic and drainage designs. Additionally, geotechnical investigations may be necessary for miscellaneous structures such as borrow pits, retaining walls, temporary critical walls and other structural items necessary to complete design for the selected transportation improvement. The CONSULTANT shall leverage previous geotechnical data. The CONSULTANT shall obtain a KSC Excavation Permit prior to any digging.

E. Traffic Study

The CONSULTANT shall perform a traffic analysis for the project including analysis of development buildout of the Space Commerce Way corridor. The CONSULTANT shall recommend changes to signal timing and phasing plans based on the proposed geometric conditions and traffic counts.

F. Environmental Survey and Studies

The CONSULTANT shall perform all required environmental impact surveys, assessments and analysis as may be required. The CONSULTANT will be responsible for flagging and surveying the delineation of all wetlands as required by the permitting agencies. The CONSULTANT will evaluate the previously delineated wetlands, protected species information, soil designations, and vegetative community data compiled during the original NASA due diligence and construction of Space Commerce Way. The CONSULTANT will visit the site to conduct a reconnaissance level survey for state and federally protected fauna species review of the project area as appropriate. The results will be included in the ecological narrative required to obtain permits from the St. Johns River Water Management District/United States Army Corps of Engineers.

G. Drainage Field Investigations

The CONSULTANT shall review all relevant data associated with existing drainage conditions of the project site. The CONSULTANT will visually inspect the contributing drainage basin(s), the drainage outfall(s), review hydrologic/hydraulic modeling and verify drainage/engineering constraints for the project site to accomplish the following activities: confirm existing site conditions; evaluate and observe existing drainage conditions; evaluate the existing stormwater pond(s) within proximity to the project site; assess potential conveyance paths from the proposed project site to the proposed stormwater pond(s) and/or outfalls; field verify drainage basins; evaluate the runoff potential of existing land uses in the contributing drainage basin; inspect ditches and existing drainage pipes; field verify drainage nodes and drainage links; evaluate downstream drainage systems the project area ultimately discharges to; identify existing drainage systems to be surveyed; and, identify potential sites for stormwater ponds.

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Deliverables:

- Kick-off Meeting Minutes
- All Surveys, studies and reports including Geotechnical, Traffic Survey, Drainage, etc. – Draft & Final
- Wetland Delineation Maps
- Listed Species Survey Report

II. PERMITTING PHASE**A. Pre-Application meetings with the SJRWMD and the USACE**

An agency pre-application meeting will need to be conducted to define the scope and schedule of the permitting for the project and discuss agency issues prior to application submittal. A meeting will be held with the SJRWMD and the USACE to discuss the project schedule, resolve potential project issues, and ensure that reasonable permit conditions are applied to the project. This meeting will be conducted at the Palm Bay Service Center (SJRWMD) and the Cocoa Regulatory Field Office (USACE) so that they can familiarize themselves with the existing site conditions.

B. Wetland Mitigation (if required)

The CONSULTANT shall design and compare the cost of alternative wetland mitigation options. The CONSULTANT will coordinate with SF and NASA to site wetland mitigation enhancement and creation areas.

C. Drainage Analysis

The CONSULTANT shall be responsible for designing the drainage and stormwater management system. The existing drainage system shall be examined and adjustments to the existing system shall be identified. The proposed drainage and grading design shall consider SJRWMD, USACE, and FDOT criteria. For the drainage design, a basin-wide stormwater model shall be developed to confirm that the proposed stormwater management system meets the SJRWMD design criteria for existing and proposed conditions. Water quality and quantity shall be assessed. Alternatives to conventional treatment ponds shall be considered. The CONSULTANT shall design and compare the cost of alternative stormwater management systems. The CONSULTANT shall provide a Drainage Design Report including a record set of all drainage computations, both hydrologic and hydraulic.

D. Prepare Permit Drawings

The CONSULTANT shall prepare the roadway geometry, grading and drainage, existing conditions, pond, wetlands protection, wetland mitigation, and erosion control plans required to obtain permits. These plans will be developed to finalize the roadway alignment and pond locations with SF, NASA, and stakeholders. Drawings shall be to a scale/size acceptable to the SJRWMD/USACE/Space Florida (22"x34").

E. Prepare ERP Package

The CONSULTANT shall develop the SJRWMD and USACE permit application packages including the required drawings, analysis, assessments and payment of permit fees.

Listed species clearance is required through the ERP and IP review process. As part of the

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permitting process, the CONSULTANT shall consult with NASA staff to quantify effects to the federally- listed Florida scrub jay (*Aphelocoma coerulescens*) and any other species known to occur in the Project area. Previously approved management and/or compensatory mitigation is anticipated to be used to offset any anticipated impacts to federally-listed species. If the results of the initial investigation related to state and/or federally listed wildlife indicate that United States Fish and Wildlife Service (USFWS or FWS) permitting is required, the CONSULTANT shall prepare the application. Space Florida anticipates that listed-species consultation for the Endangered Species Act (ESA) §7 clearance will be facilitated through the IP process.

The CONSULTANT shall also prepare cultural survey reports and coordinate with NASA staff regarding the potential to encounter resources subject to protection by the Florida Department of State, Division of Historic Resources (SHPO).

If Requests for Additional Information (RAIs) are received, the CONSULTANT will prepare and submit responses to Requests for Additional Information (RAI) from the SJRWMD or USACE regarding the permit applications.

Deliverables:

- Pre-Application Meeting Minutes – SJRWMD/USACE
- Drainage Design Report – Draft & Final
- Permit Drawings – Draft & Final
- SJRWMD/USACE Permit Applications – Draft & Final
- Responses to SJRWMD/USACE RAIs

III. PRELIMINARY DESIGN

The CONSULTANT shall prepare a 30% design preliminary engineering report consisting of: design and permitting requirements, roadway typical sections and geometric alignment, pavement design, traffic control, utility provisions, stormwater management pond siting, and conceptual cost estimate.

Deliverables:

- 30% design preliminary engineering report

IV. FINAL DESIGN PHASE

The CONSULTANT shall prepare 60%, 90% and Final Plans (Contract Documents). The Consultant shall analyze and prepare roadway and typical section packages, geometrics, pavement design packages, and final design reports.

A. Plans and Specifications

The CONSULTANT shall prepare plan sheets, notes, and details to include, but not limited to, the following:

- General: Key Map(s), Typical Section sheet(s), General Notes and Construction Sequence sheet(s), Typical Detail sheet(s), Tabulation of Quantities sheet(s),
- Roadway: Typical Section sheet(s), Summary of Quantities sheet(s), Maintenance of Traffic sheet(s), Plan/Profile Sheet(s), Intersection Detail sheet(s), Intersection Profile sheet(s), Back of Sidewalk Profile sheet(s), Special Profile sheet(s), Soil Data Sheet(s), Cross Section Sheet(s), alignment control and curve data, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction.
- Drainage: Drainage Map sheet(s), Drainage Structure sheet(s), Summary of Drainage Structure sheet(s), Cross Section sheet(s), Retention/Detention Plan sheet(s), Pond Cross Section sheet(s), Special Drainage Detail sheet(s), and SWPPP and erosion control details.
- Traffic Control/Signalization: Traffic Control Plan sheet(s), Signing and Pavement Marking sheet(s), Temporary Signalization sheet(s).
- Signing and Pavement Markings: Plan Sheet(s), Guide Sign Detail sheet(s), Sign Cross Section and Layout sheet(s), Special Marking Detail sheet(s), Pole detail(s), and Service Point detail(s).
- Other plans including Utility, Lighting and Landscaping Plans.

B. Cost Estimates

The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

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Prior to 60% plans, the FDOT's Long-Range Estimate system will be used to produce a conceptual estimate. Once the quantities have been developed (beginning at 60% plans and no later than 90% plans) the CONSULTANT shall be responsible for listing pay items and quantities for the engineer's estimate.

Deliverables:

- 60% Plans and Calculations
- 90% Plans and Calculations
- Final Roadway Plans and Calculations
- Cost Estimates at 60%, 90% and Final Plans Stages

V. OTHER SERVICES

At SF's option, the CONSULTANT may be requested to provide other design services which may include assessments, plans updates and post design services. Post Design Services may include, but are not limited to, meetings, construction-phase assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings.

VI. GENERAL REQUIREMENTS

- **Project Management:** The CONSULTANT shall maintain project management practices throughout the project. Maintain routine communication with SF throughout the project, manage team time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a cloud-based contract file in accordance with SF procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.
- **Meetings and Presentations:** The CONSULTANT shall attend all technical meetings and prepare presentations necessary to execute the project. This includes meetings with SF and/or stakeholders, landowners, and other consultants. The CONSULTANT shall prepare, and submit to the SF's Project Manager for review, the meeting minutes for all meetings attended. The meeting minutes are due within five (5) working days of the meeting.
- The CONSULTANT shall meet on a monthly basis and provide written progress reports that describe the work performed on each task. Progress reports shall be delivered to the SF concurrently with the monthly invoice. The SF Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- **Submittals:** The CONSULTANT shall furnish construction contract documents as required by SF to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the SF to all identified stakeholders.
- The Consultant shall utilize the FDOT Standard Specifications for Road and Bridge Construction.
- All task deliverables shall be submitted electronically, besides necessary printed sets for

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the permitting agencies.

VII. SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for SF and the CONSULTANT scheduled activities. For the purpose of scheduling, the CONSULTANT shall allow for a four (4) week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals. The Consultant's deadline to complete Tasks 1, II, III & IV is 18 months from the Notice to Proceed with the design services. Schedule status updates shall be submitted with the monthly progress report. The schedule shall be submitted in an SF acceptable format.

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Attachment A

Previous St. Johns River Water Management District Permits

66717: Space Commerce Way

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?jsessionid=C5AqET2aFJ8PWRuNX1cjYmbiBI6cHATo2xN8bvXIRxiBWclPdbhg!215881752>

67717-1 Phase I (SW Leg)

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=67717>

67717-2: Phase II (NW Leg)

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=80371>

67717-3: Extension to 2009

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=102090>

67717-4: Blue Origin Driveways

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=145508>

67717-5: FPL Substation Driveway

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=145589>

16825-3: Visitor Complex Driveway

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=153034>

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Exhibit B – Hourly Rates



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Exhibit C – Audit Requirements

1. The administration of resources awarded through Space Florida ("SF") to Engineer by this Agreement may be subject to audits and/or monitoring by the FDOT or SF. The following requirements do not limit the authority of FDOT or SF to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. Engineer shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97 of the Florida Statutes, monitoring procedures to monitor Engineer's use of state financial assistance may include but not be limited to on-site visits by FDOT and/or SF 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 SF by this Agreement. By entering into this Agreement, Engineer agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by FDOT or SF. Engineer further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT, SF, the Department of Financial Services ("DFS") or the Auditor General.
 - b. Engineer, a subrecipient as defined by Section 215.97(2)(x), Florida Statutes, as a recipient of state financial assistance through SF, another nonstate entity, through this Agreement is subject to the following requirements:
 - i. In the event Engineer meets the audit threshold requirements established by Section 215.97, Florida Statutes, Engineer 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. **Attachment 1** to this Agreement indicates state financial assistance awarded through SF by this Agreement needed by Engineer to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, SF shall consider all sources of state financial assistance, including state financial assistance received from SF 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, Engineer shall ensure that the audit complies with the requirements of Section 215.97(8),

Florida Statutes. This includes submission of a financial reporting package

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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 Engineer does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, Engineer is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, Engineer must provide a single audit exemption statement to SF no later than nine months after the end of SF's audit period for each applicable audit year. In the event Engineer 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 Engineer's resources (i.e., the cost of such an audit must be paid from Engineer'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, FL 32399-0405
Email: 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: flaudgen_localgovt@aud.state.fl.us

And

Desiree Mayfield, Contract Compliance Manager
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Email: dmayfield@spaceflorida.gov

- v. Any copies of financial reporting packages, reports or other information required to be submitted to SF or FDOT under this Section 20 shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. Engineer when submitting financial reporting packages to SF or FDOT 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 SF and FDOT in correspondence accompanying the reporting package.
 - vii. As a condition of receiving state financial assistance under this Agreement, Engineer shall permit FDOT, or its designee, SF, DFS or the Auditor General access to Engineer'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. Engineer 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 FDOT, or its designee, SF, DFS or the Auditor General access to such records upon request. Engineer shall ensure that the audit working papers are made available to FDOT, or its designee, SF, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by FDOT or SF.

2. Financial Consequences. As outlined in the FDOT Grant Agreement, in the event that FDOT determines that the performance of SF is unsatisfactory, FDOT has the ability to assess a "financial consequence" in the form of a non-performance retainer equivalent to 10% of a total invoice amount, and to withhold such retainage until SF resolves the deficiency. To the extent such deficiency is as a result of Engineer's performance or non-performance under this Agreement, the same "financial consequence" imposed by FDOT on SF shall be imposed by SF on Engineer. Under such circumstances, SF will notify Engineer if FDOT has determined that (i) FDOT has found Engineer's performance to be unsatisfactory, and (ii) the deficiency to be corrected, and (iii) the time-frame in which Engineer has to correct such deficiency. If the deficiency is resolved by Engineer, SF shall invoice FDOT for the non-performance retainer during the next billing period. If the deficiency is not resolved by Engineer, the funds retained by FDOT may be forfeited at the end of this Agreement.

ATTACHMENT 1

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: SPACE FLORIDA – _____

CSFA Number: _____

Award Amount: \$ _____

Specific project information for CSFA Number 55.037 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 55.037 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>

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Exhibit D

FM # 435257-1-14-04 Agency: Space Florida Contract No: G1B16	Fund: NA Activity: 215 CSFA No.: 55.037 CSFA Title: Space Florida – Spaceport Improvement Program Contract Amount: Total Maximum Limiting Amount Not to Exceed Amount Specified in Task Work Orders	FLAIR Appropriation: 088719 FLAIR Obj.: 751000 Org. Code: 55302000948 Vendor No.: F161 767 788 001
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JOINT PARTICIPATION MASTER AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SPACE FLORIDA

20th THIS JOINT PARTICIPATION MASTER AGREEMENT (“Agreement”), is entered into this day of June, 2019, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (“DEPARTMENT”), and SPACE FLORIDA, an independent special district, a body politic and corporate and a subdivision of the state, organized and operating pursuant to Part II of Chapter 331, Florida Statutes (“SPACE FLORIDA”).

RECITALS

SPACE FLORIDA and the DEPARTMENT have been granted specific legislative authority to enter into this Agreement pursuant to Section 331.360(2), Florida Statutes and Section 334.044(32), Florida Statutes.

- A. The Project (as defined below) is contained in the adopted FiveYear Work Program of the DEPARTMENT.
- B. The parties mutually agree that it is in their joint best interest to facilitate the Aerospace Transportation Project known as “Statewide Spaceport Program Development” in Fiscal Year 2019 and future years, said Project being known as FM #435257-1-14 and more specifically described in Exhibit “A” and hereinafter referred to as the “Project.”
- C. Space Florida, by Resolution/Minutes, a copy of which is attached hereto as Exhibit “C” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide departmental financial assistance to SPACE FLORIDA to accomplish the Project and to state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.01 General Requirements: SPACE FLORIDA shall ensure that the Project (as described in Exhibit "A" attached hereto and by this reference is made a part hereof) commences and is completed with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all practicable laws.

An employee of SPACE FLORIDA or designee, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of this Project.

2.02 Beginning Date and Expiration of Agreement: The term of this Agreement shall begin upon the date the last party executes same and shall expire five years after the last date of execution. The costs of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

2.03 Pursuant to Federal, State and Local Laws: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable SPACE FLORIDA to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, SPACE FLORIDA shall initiate and consummate, as required by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: SPACE FLORIDA shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, if any, to enable SPACE FLORIDA to provide the necessary services for completion of the Project.

2.05 Activity Reports: Upon issuance of a Task Work Order ("TWO"), SPACE FLORIDA shall provide an activity report to the DEPARTMENT on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

2.06 Submission of Proceedings, Contracts and Other Documents: SPACE FLORIDA shall ensure that such data, reports, records, contracts and other documents relating to the Project are submitted to the DEPARTMENT as the DEPARTMENT may reasonably require.

3.00 Department Participation:

3.01 Task Work Order Assignments:

- (a) The DEPARTMENT will issue specific TWOs that will contain independent scopes of services, deliverables, periods of performance, and methods of compensation. Each TWO shall be signed by both the DEPARTMENT and SPACE FLORIDA. Any alteration to any TWO must be in writing, signed by the DEPARTMENT and SPACE FLORIDA.
- (b) Each TWO issued by the DEPARTMENT to SPACE FLORIDA will commence on written notice from the DEPARTMENT and acceptance of the TWO by SPACE FLORIDA. Executed TWOs will be completed within the time period specified in each TWO assignment and the TWO cannot extend past the expiration date of this Agreement. All project related costs performed under this contract will be completed by the expiration of this Agreement.
- (c) The DEPARTMENT and SPACE FLORIDA agree in advance on the terms and conditions of this Agreement which will be a part of each TWO issued under this Agreement. The DEPARTMENT and SPACE FLORIDA agree the provisions of this Agreement shall apply to all TWO's entered into on or after the effective date of this Agreement.

3.02 Cost Incurred for the Project: SPACE FLORIDA shall charge to the Project account only eligible costs of the Project. The DEPARTMENT agrees to reimburse SPACE FLORIDA for eligible Project related costs as described in specific separate TWOs.

- (a) SPACE FLORIDA agrees to bear all expenses in excess of DEPARTMENT participation and any deficits involved.
- (b) Space Florida's administrative, general overhead, and operational costs are not eligible costs of the Project and will not be paid by the DEPARTMENT.
- (c) Cost in excess of the approved funding or attributable to actions which have not received the required approval of the DEPARTMENT shall not be considered eligible costs.
- (d) Bills for travel expenses specifically authorized under each TWO shall be submitted on the DEPARTMENT's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

3.03 Requisitions and Payments:

- (a) SPACE FLORIDA 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, identified as Project Number 435257-1-14, and the quantifiable, measurable, and verifiable units of deliverables shall be listed and described in each TWO.
- (b) Invoices shall be submitted by SPACE FLORIDA in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in each TWO. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.
- (c) Supporting documentation must establish that the deliverables were received and accepted in writing by SPACE FLORIDA and must also establish that the required minimum level

of service to be performed based on the criteria for evaluating successful completion as specified in the TWO was met.

- (d) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of SPACE FLORIDA is unsatisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. SPACE FLORIDA shall, within ten days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how SPACE FLORIDA 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, SPACE FLORIDA shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then current billing period. The retainage shall be withheld until SPACE FLORIDA resolves the deficiency. If the deficiency is subsequently resolved, SPACE FLORIDA may bill the DEPARTMENT for the retained amount during the next billing period. If SPACE FLORIDA is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- (e) SPACE FLORIDA should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days. 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 goods or services are received, inspected, 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 SPACE FLORIDA. Interest penalties of less than one (1) dollar will not be enforced unless SPACE FLORIDA requests payment. Invoices that have to be returned to SPACE FLORIDA because of SPACE FLORIDA 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 parties who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- (f) 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 documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include SPACE FLORIDA'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.

3.04 Limits on DEPARTMENT Funds: Project costs eligible for DEPARTMENT participation will be allowed only after the effective date of this Agreement until the expiration of this Agreement, and more specifically, from the date of full execution of the TWO associated with said Project costs. It is understood that DEPARTMENT participation in eligible Project cost is subject to:

- (a) Florida legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled to be committed;
- (b) Availability of funds as stated in paragraphs 3.05 and 3.06 of this Agreement;
- (c) Approval of all services and other obligating documents and all other terms of this Agreement; and
- (d) No work performed prior to the effective date or subsequent to the expiration date of this Agreement is eligible for reimbursement.

3.05 Appropriation of Funds: The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

3.06 Multi-year Commitment: In the event this Agreement is in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) 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.

- (a) "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 such 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 one (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 \$25,000.00 dollars and which have a term for a period of more than one (1) year."

3.07 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 amounts from payments due for work or services done under any agreement which it has with SPACE FLORIDA owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

4.00 Records:

4.01 Audits: The administration of resources awarded through the DEPARTMENT to SPACE FLORIDA 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. SPACE FLORIDA shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor SPACE FLORIDA'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, SPACE FLORIDA agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. SPACE FLORIDA 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) SPACE FLORIDA, a nonstate entity as defined by Section 215.97(2)(m), 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 SPACE FLORIDA meets the audit threshold requirements established by Section 215.97, Florida Statutes SPACE FLORIDA 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 D** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by SPACE FLORIDA to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, SPACE FLORIDA 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, SPACE FLORIDA 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 SPACE FLORIDA does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, SPACE FLORIDA is exempt for such fiscal year from the state single audit requirements of Section 215.97,

Florida Statutes. However, SPACE FLORIDA 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 SPACE FLORIDA's audit period for each applicable audit year. In the event SPACE FLORIDA 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 SPACE FLORIDA's resources (*i.e.*, the cost of such an audit must be paid from SPACE FLORIDA'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: flaudgen_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. SPACE FLORIDA, 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 SPACE FLORIDA in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the DEPARTMENT will review SPACE FLORIDA'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 SPACE FLORIDA 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, SPACE FLORIDA shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to SPACE FLORIDA'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) SPACE FLORIDA 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. SPACE FLORIDA 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.

4.04 Inspections: SPACE FLORIDA shall permit and shall require its contractors and subcontractors to permit the DEPARTMENT'S authorized representative to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The DEPARTMENT may unilaterally cancel this AGREEMENT for refusal by any other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this AGREEMENT.

5.00 The DEPARTMENT'S Obligations: Subject to other provisions hereof, the DEPARTMENT will honor such requisitions in amounts and at times deemed by the DEPARTMENT to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the DEPARTMENT may elect by notice in writing not to make a payment on the Project if:

5.01 Misrepresentation: SPACE FLORIDA shall have made a misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

5.02 Litigation: There is then pending litigation with respect to the performance by SPACE FLORIDA of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

5.03 Approval by the DEPARTMENT: SPACE FLORIDA shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the DEPARTMENT or have made related expenditures or incurred related obligations without having been advised by the DEPARTMENT that same are approved;

5.04 Prohibited Interests: There has been any violation of the prohibited interests provisions

contained herein; or

5.05 Default: SPACE FLORIDA has been reasonably determined by the DEPARTMENT to be in material default under any of the provisions of the Agreement.

5.06 Disallowed Costs: In determining the amount of the payment, the DEPARTMENT will exclude all Project costs incurred by SPACE FLORIDA prior to the effective date of this Agreement, costs which are outside of the scope of services for the Project, and costs attributable to goods and services received under a contract or other arrangements which have not been approved in writing as required by the DEPARTMENT.

6.00 Termination or Suspension of Project:

6.01 Termination or Suspension Generally: The DEPARTMENT may, by written notice to SPACE FLORIDA, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate this Agreement in whole or in part at any time the interest of the DEPARTMENT requires such termination.

- (a) If the DEPARTMENT determines that the performance of SPACE FLORIDA is not satisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to SPACE FLORIDA of the deficiency that requires correction. If the deficiency is not corrected within such time period, the DEPARTMENT may either (a) immediately terminate the Agreement as set forth in Paragraph 6.01, (b) below, or (b) take whatever action is deemed appropriate by the DEPARTMENT to correct the deficiency. In the event the DEPARTMENT chooses to take action and not terminate the Agreement, SPACE FLORIDA shall, upon demand, promptly reimburse the DEPARTMENT for any and all cost and expenses incurred by the DEPARTMENT in correcting the deficiency.
- (b) If the DEPARTMENT terminates the Agreement, the DEPARTMENT shall notify SPACE FLORIDA of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.
- (c) If the Agreement is terminated before performance is completed, SPACE FLORIDA shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of Space Florida.

6.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, SPACE FLORIDA shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend Project activities and contracts and such other action as may be required or desirable to keep to the minimum the cost upon the basis of which the financing is to be computed; and (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise

includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan and budget as approved by the DEPARTMENT or upon the basis of terms and conditions imposed by the DEPARTMENT upon the failure of SPACE FLORIDA to furnish the schedule, plan and budget within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the DEPARTMENT may otherwise have arising out of this Agreement.

7.00 Contracts of SPACE FLORIDA:

7.01 Third Party Agreements: The DEPARTMENT reserves the right to review and approve any third party contracts with the respect to the Project before SPACE FLORIDA executes or obligates itself in any manner requiring the disbursement of DEPARTMENT funds, including consultant, purchase of commodities contracts or amendments thereto. If the DEPARTMENT chooses to review and approve third party contracts for this Project and SPACE FLORIDA fails to obtain such approval that shall be sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT reserves unto itself the right to review the qualifications of any consultant, vendor, or contractor and to approve or disapprove the employment of the same. Provided however, that once notice is given by SPACE FLORIDA of a contract third party to the DEPARTMENT, the DEPARTMENT shall have thirty (30) calendar days to register objections to the contract, consultant, vendor, or contractor, specifying the nature of the objection and what action would make the contract, consultant, vendor, or contractor acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to SPACE FLORIDA objecting to the contract or consultant, vendor, or contractor, specifying the nature of the objection, and what action would make the vendor or contract acceptable to the DEPARTMENT within said thirty (30) calendar day period, the contract, consultant, vendor, or contractor shall be deemed acceptable for payments to be made by or to SPACE FLORIDA with regard to the aforesaid contract.

8.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with DEPARTMENT funds under this Agreement.

SPACE FLORIDA and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. SPACE FLORIDA 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.

9.00 Compliance with Conditions and Laws: SPACE FLORIDA 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. Execution of this Agreement constitutes a certification that SPACE FLORIDA is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," in 49 C.F.R. Part 29, when applicable.

10.00 Restrictions, Prohibitions, Controls and Labor Provisions:

10.01 Equal Employment Opportunity: In connection with the carrying out of any Project, SPACE FLORIDA shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. SPACE FLORIDA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, 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. SPACE FLORIDA, or any other party, shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvements, or similar work, SPACE FLORIDA, or any other party, shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

10.02 Public Entity Crime: 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.

10.03 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained 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.

10.04 Prohibited Interests: Neither SPACE FLORIDA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to SPACE FLORIDA, SPACE FLORIDA with prior approval of the DEPARTMENT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by SPACE FLORIDA relating to such contract, subcontract, or arrangement.

SPACE FLORIDA shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this subsection shall not be applicable to any agreement between SPACE FLORIDA and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

10.05 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

10.06 U.S. Department of Homeland Security's E-Verify System: The DEPARTMENT and SPACE FLORIDA acknowledge and agree to the following:

- (a) SPACE FLORIDA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SPACE FLORIDA during the term of the contract; and
- (b) SPACE FLORIDA shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

11.00 Miscellaneous Provisions:

11.01 DEPARTMENT Not Obligated to Third Parties: The DEPARTMENT shall not be obligated or liable under this Agreement to any third parties.

11.02 When Rights and Remedies Not Waived: In no event shall the making by the DEPARTMENT of any payment to SPACE FLORIDA 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 SPACE FLORIDA, and the making of such payment by the DEPARTMENT which 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.

11.03 How Agreement is Affected by Provisions Being Held Invalid: 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.

11.04 Bonus or Commission: By execution of the Agreement SPACE FLORIDA 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.

11.05 State Law: Nothing in this Agreement shall require SPACE FLORIDA to observe or enforce compliance with any provisions thereof, perform any other act or do any other thing in contravention of any applicable State Law; provided, that if any of the provisions of the Agreement violate any applicable State Law, SPACE FLORIDA will at once notify the DEPARTMENT in writing in order

that appropriate changes and modifications may be made by the DEPARTMENT and SPACE FLORIDA to the end that SPACE FLORIDA may precede as soon as possible with the Project.

11.06 Project Completion, Agency Certification: SPACE FLORIDA will certify in writing on or attached to the final invoice associated with each TWO, that the Project was completed in accordance with the Scope of Services, Exhibit "A," and that the Project is accepted by SPACE FLORIDA as suitable for the intended purpose.

11.07 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11.08 Execution of Agreement: This Agreement may be simultaneously executed in up to three counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one of the same instrument.

12.00 Contacts: All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

DEPARTMENT

Florida Department of Transportation
Wayne Lambert
Spaceport Development Manager
605 Suwannee St., M.S. 46
Tallahassee, FL 32399-0450
Florida Department of Transportation
PH: (850) 414-4513
wayne.lambert@dot.state.fl.us

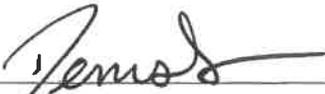
SPACE FLORIDA

Space Florida
505 Odyssey Way
Exploration Park, FL 32953
Attn: Desiree Mayfield, Contracts Manager
P: (321) 730-5301 ext. 250
F: (321) 730-5307
E-mail: dmayfield@spaceflorida.gov

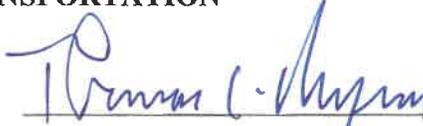
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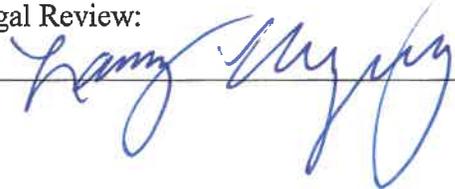
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

SPACE FLORIDA

By: 
Name: Denise Swanson
Title: Chief Financial Officer
Date: 06/19/19

**STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

By: 
Name: Thomas C. Byron
Title: Asst. Sec. for Strategic Development
Date: 6/20/2019

Legal Review: 

See attached Encumbrance Form for date of
funding approval by Comptroller

EXHIBIT "A"
SCOPE OF SERVICES FOR

Statewide Spaceport Program Development

Financial Project Number - 435257-1-14

This exhibit forms an integral part of that certain Joint Participation Agreement between the DEPARTMENT and SPACE FLORIDA referenced by the above Financial Project Number.

Purpose

The purpose of this Project is to facilitate spaceport planning and development in Florida. Section 331.360, F.S., states "it shall be the duty, function, and responsibility of the DEPARTMENT to":

- Address intermodal requirements and impacts of launch ranges, spaceports, and other space transportation facilities.
- Coordinate and cooperate in the development of spaceport infrastructure and related transportation facilities contained in the Strategic Intermodal System Plan.
- Encourage the cooperation and integration of airports and spaceports in order to meet transportation-related needs.
- Enter into a joint participation agreements with, or otherwise assist, SPACE FLORIDA as necessary and DEPARTMENT may allocate funds for such purposes in its work program. Administrative or operational costs of SPACE FLORIDA may not be funded by the DEPARTMENT.

This Project provides financial assistance to SPACE FLORIDA in order to comply with the requirements of s. 331.360, F.S. Through the issuance of Task Work Orders (TWO), SPACE FLORIDA will perform tasks to implement the *Florida Spaceport System Plan*, the *Cape Canaveral Spaceport Master Plan*, and the *Cecil Spaceport Master Plan*. Consistent with the purposes as stated hereinabove, TWOs may be issued for the following:

A. General Services

1. General planning, policy, financial, and engineering, technical analyses in all areas of aerospace, spaceport development, and spaceport operations.
2. Project management, production, and coordination for all tasks and work activities assigned, including: sub-consultant task; prepare task scopes of services and effort estimates; attend task related meetings; and prepare periodic progress reports, technical memoranda, and other required documentation.
3. Policy and economic analyses of proposed changes to Florida Statutes and administrative rules.

4. Publications, procedures, training and presentation materials, and assist in actual training activities as required.
5. Presentation materials.
6. Geographic Information Systems (GIS) tasks, which may include, but are not limited to: maintenance GIS applications, application development and programs; data editing; data processing; and map production.
7. Graphics support, graphic materials, and public service announcements.
8. Statistical, economic and planning analyses to develop specific data, reports, and recommendations. Collecting data and performing cost benefit analyses.
9. Program management related documents development such as project plans, handbooks, and manuals.

B. Spaceport Program and Project Development

1. Engineering reviews of design drawings and specifications for spaceport projects for consistency with federal standards, applicable master plans, and the Florida Spaceport System Plan.
2. Coordination with the DEPARTMENT, sub-consultants, and other entities, as appropriate, in developing scopes of services, level of effort estimates, and contract provisions for various studies and activities, including estimated staffing requirements, project schedules, deliverables, and estimated costs for these work efforts.
3. Site analysis, including
 - explosive siting,
 - ground safety,
 - related spaceport hazards, and
 - licensing and permitting.
4. Environmental assessments and reviews.
5. Program support relating to spaceport:
 - a. Joint Participation Agreements
 - b. DEPARTMENT work program
 - c. Fiscal issues
 - d. Policies and procedures
 - e. Guidance to the DEPARTMENT, sub-consultants, and other entities.
 - f. Spaceport system plan and spaceport master plan implementation

6. Project feasibility assessments and best practices identification.
7. Aerospace and spaceport program and project support, including project monitoring and control activities for projects funded in whole or part by the DEPARTMENT. TWOs may be issued to:
 - a. Assist SPACE FLORIDA and DEPARTMENT with monitoring construction project budgets, schedules, quality, performance metrics and deliverables, and ensuring project objectives are met.
 - b. Perform project inspection oversight, including materials and equipment and site inspections.
 - c. Perform in-progress reviews; assist with review of project submittals; review invoice backup and supporting documentation; review procedures; and project work plans.
8. Recommendations on best practices to the DEPARTMENT and SPACE FLORIDA on enhancing spaceport operations, security, and safety.
9. Training and presentation materials and assist in actual training activities as required.
10. Facilitate and provide staff support to special groups and meetings that analyze and make recommendations on spaceport issues significant to the State.

C. Economic Development and Financial Services

1. Economic impact analysis and support for economic aspects of aerospace and spaceport related transportation programs.
2. Financial services such as cost and eligibility reviews, risk analysis, program and project management. Financial services such as financial model review and development, pro formas, value for money and financial calculations such as internal rate of return.
3. Project feasibility analysis and technical support. Analysis may include cost savings analysis, return on investment analysis, or cost benefit analysis, as appropriate.
4. Project prioritization reviews.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This exhibit defines the method and limits of reimbursement to SPACE FLORIDA for the Project set forth in Exhibit A and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The DEPARTMENT shall request SPACE FLORIDA services on an as-needed basis. Services to be provided on each TWO will be initiated and completed as directed by the Project Manager. A TWO will be issued for each project scheduled.

3.0 COMPENSATION:

There is no budgetary ceiling for this Agreement. Funds will be encumbered for each TWO. This is a term contract for an indefinite quantity whereby SPACE FLORIDA agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The DEPARTMENT will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF TWO AMOUNT:

For each TWO, SPACE FLORIDA shall, following the Scope of Services as set forth in Exhibit "A", prepare an estimate of work, the cost for such work, and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by SPACE FLORIDA and the DEPARTMENT'S Project Manager, a TWO shall be issued by the DEPARTMENT'S Project Manager. The DEPARTMENT'S Project Manager shall obtain fund approval for each authorization prior to issuing the TWO.** All work authorizations shall be completed within the term of this Agreement.

4.1 Summary of Compensation:

The Department shall reimburse Space Florida for costs incurred to perform services satisfactorily during a billing period in accordance with the Scope of Work, Exhibit "A" and the applicable task work order. Reimbursement is limited to the maximum amount authorized by the Department. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

4.2 Details of Compensation:

4.2.1 Space Florida shall submit a request for reimbursement on a monthly or

quarterly basis, or such other schedule as agreed by the parties. The submission shall include an invoice (1 copy), an itemized expenditure report, and a progress report for the period of services being billed in a form acceptable to the Department. Space Florida shall provide any other data required by the Department to justify and support the requested payment.

4.2.2 Invoices shall be submitted to:

Florida Department of Transportation
Attn: Wayne Lambert, Spaceport Development Manager
Aviation and Spaceport Office
605 Suwannee Street, MS 46
Tallahassee, FL 32399-0450

EXHIBIT "C"
SPACE FLORIDA Board Approval of Project



**Space Florida Board of Director Meeting
September 11, 2018
Contracts for Approval**

1. **Launch Complex 20:** Space Florida requests ratification for a Right of Entry for Space Launch Complex 20 (SLC-20) and approval for management to complete negotiations for a long-term lease with the Airforce.
2. **United Launch Alliance SLC-41/FDOT:** Space Florida requests board approval to complete negotiations and enter agreement with FDOT in the amount of up to Ten Million Dollars (\$10,000,000) for fifty percent (50%) reimbursement of FDOT determined eligible investment for project activities.

Additionally, management requests board approval to complete negotiations and enter agreement with ULA to fund up to Ten Million Dollars (\$10,000,000) for fifty percent (50%) of FDOT determined cost reimbursement for project related infrastructure improvements, the investment of a minimum of One Hundred Thirty-Five Million Dollars (\$135,000,000) and anticipated retention of One Hundred Forty (140) jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

3. **Space Florida's Facility Operations and Maintenance:** Space Florida requests approval to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities with EnSCO, SC Jones, Brevard Achievement Center, CSS-Dynamac, Washington Consulting Group, NASA-KSC, 45th Space Wing, Department of Military Affairs, Florida Municipal Insurance Trust, CMIT, Eastern Aviation Fuels, and Rush Construction, Inc., for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty-Thousand Dollars (\$8,030,000).

Additionally, Space Florida requests board approval for management negotiations and contract activities with tenant subleases and related tenant needs associated with the described facilities at market terms for Fiscal Year 2019.

4. **Blue Origin's Rocket Testing & Refurbishment Facility/FDOT (Revised Request):** During the June 20, 2018 Board Meeting, Space Florida briefed the Board regarding FDOT/Blue Origin project related efforts in the amount of Three Million Four Hundred Thousand Dollars (\$3,400,000). Space Florida wishes to revise the original request in conjunction with the companies expanded investment and respective spaceport program funding eligibility as follows:

Space Florida requests approval to negotiate and enter agreement with FDOT in the amount of Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent



(50%) reimbursement of FDOT determined eligible investment project activities in conjunction with the Blue Origin Rocket Testing & Refurbishment Facility.

Additionally, management requests board approval for management negotiations and contract activities with Blue Origin in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for 50% of FDOT determined eligible cost reimbursement, to commit to investing a minimum of Sixty Million Dollars (\$60,000,000) in the facility and to create approximately fifty (50) jobs, with an estimated annual wage of Ninety-Five Thousand Dollars (\$95,000).

5. **Common Use Infrastructure Helium Pipeline/FDOT:** Space Florida requests board approval to negotiate and enter agreement with FDOT in the amount of up to Ten Million Dollars (\$10,000,000) for 100% reimbursement of eligible investment costs; and to negotiate and enter agreement with Blue Origin for the required construction related activities and project related private investment of at least Ten Million Dollars (\$10,000,000).

6. **Spaceport Planning and Engineering Support Services/FDOT (Revised Request):** During the June 20, 2018 Board Meeting, Space Florida briefed the Board regarding FDOT 2019 Spaceport Planning and Engineering/Contractors. Space Florida wishes to revise the original request based on determinations associated with related demand increase for infrastructure at the Cape Canaveral Spaceport to the following:

FDOT 2019 Spaceport Planning and Engineering/Contractors: Space Florida requests board approval for management to negotiate and enter agreement with FDOT in the amount of up to Six Million Five Hundred Thousand Dollars (\$6,500,000) for 100% of eligible reimbursement as part of Program Year 2019 Spaceport Master Planning efforts.

Additionally, management requests board approval for management to negotiate and enter agreement with AECOM, BRPH, RS&H and their subcontractors for general planning, construction support and engineering services in the amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) for 2019 Spaceport Master Planning efforts.

SPACE FLORIDA



Minutes of a Regular Meeting of the Space Florida Board of Directors

A Regular meeting of the Space Florida Board of Directors was September 11, 2018 at the Intercontinental Hotel, Miami, FL.

BOARD MEMBERS PRESENT:

Jesse Biter
Greg Celestan
William Dymond (Chairman)
Barbara Essenwine
Mori Hosseini (Phone)
Belinda Keiser (Phone)
John Rood
Jason Steele
Andrew Weatherford

SPACE FLORIDA SENIOR MANAGEMENT PRESENT:

Frank DiBello
Howard Haug
Jim Kuzma
Denise Swanson

AGENDA:

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Welcome & Introductions
- IV. Public Comments
- V. Business Before the Board
 1. Approval of Minutes
 - a. June 20, 2018
 2. Governance and Compensation Committee Reports
 - a. Performance & Compensation for the President/CEO & EVP/Treasurer/CIO
 3. Audit and Accountability Committee Reports
 - a. Interim Financials June 30, 2018
 - b. Financials for the years ended September 30, 2017 and 2016
 4. Contracts/Business Development/Project Activities
 - a. Launch Complex 20
 - b. United Launch Alliance LC41 / FDOT
 - c. ~~Space Florida Launch Landing Facility Ramp Upgrades (Deferred)~~
 - d. ~~Defense Infrastructure Grant - Area 57 (Deferred)~~
 - e. Space Florida's Facility Operations and Maintenance
 - f. Blue Origin's Rocket Testing & Refurbishment Facility / FDOT
 - g. Common Use Infrastructure Helium Pipeline / FDOT
 - h. Spaceport Engineering Support Services / FDOT
 - i. ~~NASA's Hypersonic Pulse Facility (HYPULSE) (Deferred)~~
- VI. President's Report
- VII. Up Coming Events
- VIII. Closing Remarks and Adjournment

A quorum being present, Chairman Bill Dymond called the meeting was called to order at 1:30 p.m. (EDT), and welcomed Board members and guests.

There were no Public Comments.



BUSINESS BEFORE THE BOARD:

Approval of Minutes

Andrew Weatherford made a motion to approve the minutes for June 20, 2018 Board of Directors meeting, which was seconded by Jesse Biter, and approved unanimously.

GOVERNANCE AND COMPENSATION COMMITTEE REPORTS:

Denise Swanson presented the following:

The Governance and Compensation Committee recommended full Board approval for the President/CEO and the EVP, Treasurer & CIO be adjusted to 91% of the maximum of their reflective grades. The recommendations are for the President/CEO salary to be adjusted to \$325,000 and the EVP, Treasurer & CIO to be adjusted to \$275,000.

Jason Steele made a motion to approve the President/CEO salary to be adjusted to \$325,000 with an amendment to the employment contract removing the Discretionary Incentive or Bonus Payment in its entirety and replaced with the following: Executive shall be eligible to participate in and receive bonuses in accordance with any discretionary bonus plan established by the District, which was seconded by Greg Celestan, and approved unanimously.

Jason Steele made a motion to approve the EVP, Treasurer & CIO salary to be adjusted to \$275,000, which was seconded by Greg Celestan, and approved unanimously.

AUDIT AND ACCOUNTABILITY COMMITTEE REPORTS:

Denise Swanson presented the following:

Space Florida Management on behalf of the Audit and Accountability Committee requested Board approval for the issuance of the quarterly interim financial statements for the period ended June 30, 2018.

John Rood made a motion to approve the issuance of Space Florida's quarterly interim financial statements for the period ended June 30, 2018, which was seconded by Andrew Weatherford, and approved unanimously.

Space Florida Management on behalf of the Audit and Accountability Committee requested Board approval for the Space Florida Annual Financial Statements for the years ended September 30, 2017 and 2016".

Jesse Biter made a motion to approve the Space Florida Annual Financial Statements for the period ended September 30, 2017 and 2016, which was seconded by Andrew Weatherford, and approved unanimously.

CONTRACTS/BUSINESS DEVELOPMENT/PROJECT ACTIVITIES:

Howard Haug presented the following action items for Board approval:

Launch Complex 20

Space Florida, in response to a request from the 45th Space Wing, entered a formal Right of Entry (ROE) agreement with the United States Air Force for Space Launch Complex 20 (SLC-20) at the Cape Canaveral Spaceport to begin assessing how to develop a multi launch complex for small payload launch operators. Space Florida Management requested Board Ratification of the ROE entered by Space Florida, and authority for management to negotiate with the Air Force for a Long-Term lease for the use of and the authority to make modifications at SLC-20 to support multi launch complexes for small payload launch operators.

Andrew Weatherford made a motion to approve Managements request to ratify the SLC-20 ROE and approval for management to complete negotiations for a long-term lease, which was seconded by John Rood, and approved unanimously.

SPACE FLORIDA



United Launch Alliance LC41 / FDOT

United Launch Alliance (ULA) is currently investing approximately One Hundred Thirty-Five Million Dollars (\$135,000,000) in modifications to SLC-41 to accommodate their Atlas and Vulcan program launch preparation and operations from their existing facilities. Space Florida Management requested Board approval to authorize management to complete negotiations and enter agreement with FDOT to secure funding in the amount of up to Ten Million Dollars (\$10,000,000) for fifty percent of FDOT determined eligible cost reimbursement for project related infrastructure improvements and investment, anticipated retention of approximately One Hundred Forty (140) Jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

Greg Celestan made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to secure the funding in the amount of up to Ten Million Dollars (\$10,000,000) for 50% reimbursement of FDOT determined eligible investment project activities and to complete negotiations and enter agreement with ULA to fund up to Ten Million Dollars for fifty percent (50%) of FDOT determined cost reimbursement for project related infrastructure improvements, the investment of a minimum of One Hundred Thirty-Five Million Dollars (\$135,000,000) and anticipated retention of One Hundred Forty (140) Jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

Space Florida Launch Landing Facility Ramp Upgrades - Was removed from the Agenda.

Defense Infrastructure Grant – Area 57 - Was removed from the Agenda.

Space Florida's Facility Operations and Maintenance

Space Florida Management requested Board approval to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty Thousand Dollars (\$8,030,000). Management briefed the board with anticipated cash offsets pertaining to revenues and facility expenses with identified service providers. Additionally, Space Florida requested Board approval for management negotiations and contract activities with tenant subleases and related tenant needs associated with the described facilities at market terms for Fiscal Year 2019.

Andrew Weatherford made a motion to approve Space Florida Management to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities with Ensco, SC Jones, Brevard Achievement Center, CSS-Dynamac, Washington Consulting Group, NASA-KSC, 45th Space Wing, Department of Military Affairs, Florida Municipal Insurance Trust, CMIT, Eastern Aviation Fuels, and Rush Construction, Inc., for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty Thousand Dollars (\$8,030,000) and authority for management to negotiate and enter into contract activities with tenant subleases and related tenant needs associated with the facilities. The Space Florida Board requested Space Florida Management add a review of this project with the Board two (2) times a year, which was seconded by Greg Celestan, and approved unanimously.

Blue Origin's Rocket Testing & Refurbishment Facility / FDOT

Space Florida Management requested follow on action from the Board in conjunction with the June 20, 2018 Board request and approval of the Three Million Four Hundred Thousand Dollars (\$3,400,000) associated with the support of the Blue Origin's Rocket Testing & Refurbishment Facility to be located in Exploration Park. The company has expanded its investment to Sixty Million Dollars (\$60,000,000) in infrastructure improvements and the creation of approximately Fifty (50) jobs with an anticipated annual wage of Ninety-Five Thousand Dollars (\$95,000). The current grant agreement in draft would be revised to reflect the new grant eligibility amount in the amount of up to Four Million Four Hundred

SPACE FLORIDA



Thousand Dollars (\$4,400,000) for fifty percent (50%) of eligible cost reimbursement. Additionally, Management requested approval for Space Florida management to negotiate and to enter the appropriate agreements with Blue Origin for the reimbursement of up to Fifty Percent (50%) of eligible investment in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for the infrastructure improvements and expanded investment as described.

Jason Steele made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to provide the funding in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent (50%) reimbursement of FDOT determined eligible investment project activities for Blue Origin's Rocket Testing & Refurbishment Facility and also approved Space Florida management to negotiate and to enter the appropriate agreements with Blue Origin in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent (50%) of FDOT determined cost reimbursement, to commit to investing a minimum of Sixty Million Dollars (\$60,000,000) in the facility and to create approximately fifty (50) jobs, with an annual estimated annual wage of Ninety-Five Thousand Dollars (\$95,000,000), which was seconded by John Rood, and approved unanimously.

Common Use Infrastructure Helium Pipeline / FDOT

Space Florida Management briefed the Board on the Common Use Helium Pipeline Extension Project. Space Florida Management requested Board approval to authorize management to complete negotiations and enter agreement with FDOT to secure funding in the amount of up to Ten Million Dollars (\$10,000,000) and to complete negotiations and enter agreements with Blue Origin, to construct the pipeline delivery of Helium to the Launch Complexes along the route from CCAFS SLC-37 to SLC-46 and to invest project related private investment of at least Ten Million Dollars (\$10,000,000).

Jason Steele made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to secure the funding in the amount of up to Ten Million Dollars (\$10,000,000) for 100% reimbursement of eligible investment costs and to negotiate and enter agreements with Blue Origin in the amount of up to Ten Million Dollars (\$10,000,000) for the required construction related activities and project related activities including the private investment of at least Ten Million Dollars (\$10,000,000), which was seconded by Jesse Biter, and approved unanimously.

Spaceport Engineering Support Services / FDOT

Space Florida Management requested follow on action from the Board in conjunction with the June 20, 2018 Board request and approval of the Two Million Five Hundred Thousand Dollars (\$2,500,000) for FDOT Program Year 2019 Planning & Engineering Services. After the June 20, 2018 meeting Space Florida in agreement with FDOT determined that based on increasing levels of private investment, the amount of these activities should be increased. Space Florida Management requested Board approval to authorize management to negotiate and enter agreements with FDOT to secure the funding and to engage vendors for general planning, construction support and engineering services, and related activities as part of Program Year 2019 Spaceport Master Planning Efforts, in the amount of up to Six Million, Five Hundred Thousand Dollars (\$6,500,000) with selected contractors.

Andrew Weatherford made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT in the amount of up to Six Million, Five Hundred Thousand Dollars (\$6,500,000) for 100% of eligible reimbursement as part of Program Year 2019 Spaceport Master Planning Efforts and also approved management to negotiate and enter agreements with AECOM, BRPH, RS&H and their subcontractors for general planning, construction support, engineering services and related activities in the amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), which was seconded by Jesse Biter, and approved unanimously.



PRESIDENT'S REPORT

Frank DiBello shared his President's Report and thanked the Board for the approval of today's action items. He reminded the Board of the upcoming launches and events.

CLOSING REMARKS & ADJOURNMENT

Bill Dymond thanked the Board for their discussion and involvement.

Bill Dymond adjourned the meeting at 3:30 p.m. (EDT)

A handwritten signature in black ink, appearing to read "William T. Dymond, Jr." The signature is written in a cursive style.

William Dymond, Jr., Chair

SPACE FLORIDA



BOARD OF DIRECTORS MEETING

September 11, 2018

I, Frank DiBello, the undersigned President of Space Florida, do certify and declare that the attached is an accurate copy of the Minutes as approved by the Board of Directors of Space Florida in accordance with the Space Florida Governance Policies, and recorded in the minutes of the meeting of the Board of Directors held on September 11, 2018, and not subsequently amended or modified.

A handwritten signature in black ink, appearing to read "Frank A. DiBello". The signature is written in a cursive, flowing style.

Frank A. DiBello, President

EXHIBIT "D"

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: SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number: 55.037
***Award Amount:** **Refer to each individual Task Work Order issued under the Master Agreement for the actual award amounts*

Specific project information for CSFA Number 55.037 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 55.037 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>

Attachment B

MEMBER NAME: Space Florida

BID NUMBER: RFQ-RFQ 01-0-2020-0-2020/AO1

BID NAME: REQUEST FOR QUALIFICATIONS For ENGINEERING AND PERMITTING SPACE COMMERCE WAY CONNECTOR 4-LANE WIDENING

2 Document(s) found for this bid

32 Planholder(s) found

Supplier Name	Address1	Address2	City	State	Zip
Ardaman & Associates, Inc	P.O. Box 593003	8008 S. Orange Ave.	Orlando	FL	32809
Avcon, Inc.	5555 East Michigan Street, Suite 200		Orlando	FL	32822
CivilSurv Design Group Inc	2525 Drane Field Road	Suite 7	Lakeland	FL	33811
CONSOR Engineers, LLC	15310 Park Row		Houston	TX	77084
ConstructConnect	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209
Construction Journal, Ltd.	400 SW 7th Street		Stuart	FL	34994
Construction Journal, Ltd.	400 SW 7th Street		Stuart	FL	34994
Construction Journal, Ltd.	400SW Street		Stuart	FL	34994
Dodge Data	4300 Beltway Place, Ste 150		Arlington	TX	76018
DRMP, Inc.	941 Lake Baldwin Lane		Orlando	FL	32814
England, Thims & Miller, Inc.	831 Outlook Drive		Ponte Vedra	FL	32081
Jeff H. Irvani Inc.	1934 Commerce Ln	Ste 5	Jupiter	FL	33458
Jones Edmunds & Associates, Inc.	730 N.E. Waldo Road		Gainesville	FL	32641
KCI Technologies, Inc.	936 Ridgebrook Road		Sparks	MD	21152
Kimley-Horn and Associates, Inc.	1920 Wekiva Way	Suite 200	West Palm Beach	FL	33411
McMahon Associates, Inc.	425 Commerce Drive, Suite 200		Fort Washington	PA	19034
MetaWorld Civil Consulting, LLC	444 Seabreeze Blvd.	Suite 715	Daytona Beach	FL	32118
Miller Legg	5747 N Andrews Way		Fort Lauderdale	FL	33309
Moffatt & Nichol	1925 Fanwood Avenue		Long Beach	CA	90815
Morgan and Associates Engineering/Surveying	504 N. Harbor City Blvd.		Melbourne	FL	32935
Nadic Engineering	601 N Hart Blvd		Orlando	FL	32818
PSI	1748 33rd Street		Orlando	FL	32839
Quest Ecology Inc.	735 Lakeview Drive		Wimauma	FL	33598
RS&H	5690 DTC Blvd, Suite 345W		Greenwood Village	CO	80111
Southeastern Surveying and Mapping Corporation	6500 All American Blvd		Orlando	FL	32810
T2 Utility Engineers South	5670 Zip Drive		Fort Myers	FL	33905
Terracon Consultants, Inc.	1225 Omar Road		West Palm Beach	FL	33405
The Haskell Company	111 Riverside Avenue		Jacksonville	FL	32202
Traffic Control Products of FL, INC	5514 Carmack Rd		Tampa	FL	33610
Velcon Engineering and Surveying, LLC	590 Peacock Boulevard, Suite 8		Port St Lucie	FL	34986
Volkert, Inc	1408 N Westshore Blvd.	Suite 600	Tampa	FL	33607
WGI, Inc.	2035 Vista Parkway	Suite 100	West Palm Beach	FL	33411



GPI GEOSPATIAL, INC.



SURVEY AND MAP REPORT FOR THE TOPOGRAPHIC SURVEY OF KENNEDY SPACE CENTER – SPACE COMMERCE WAY, BREVARD COUNTY, FLORIDA

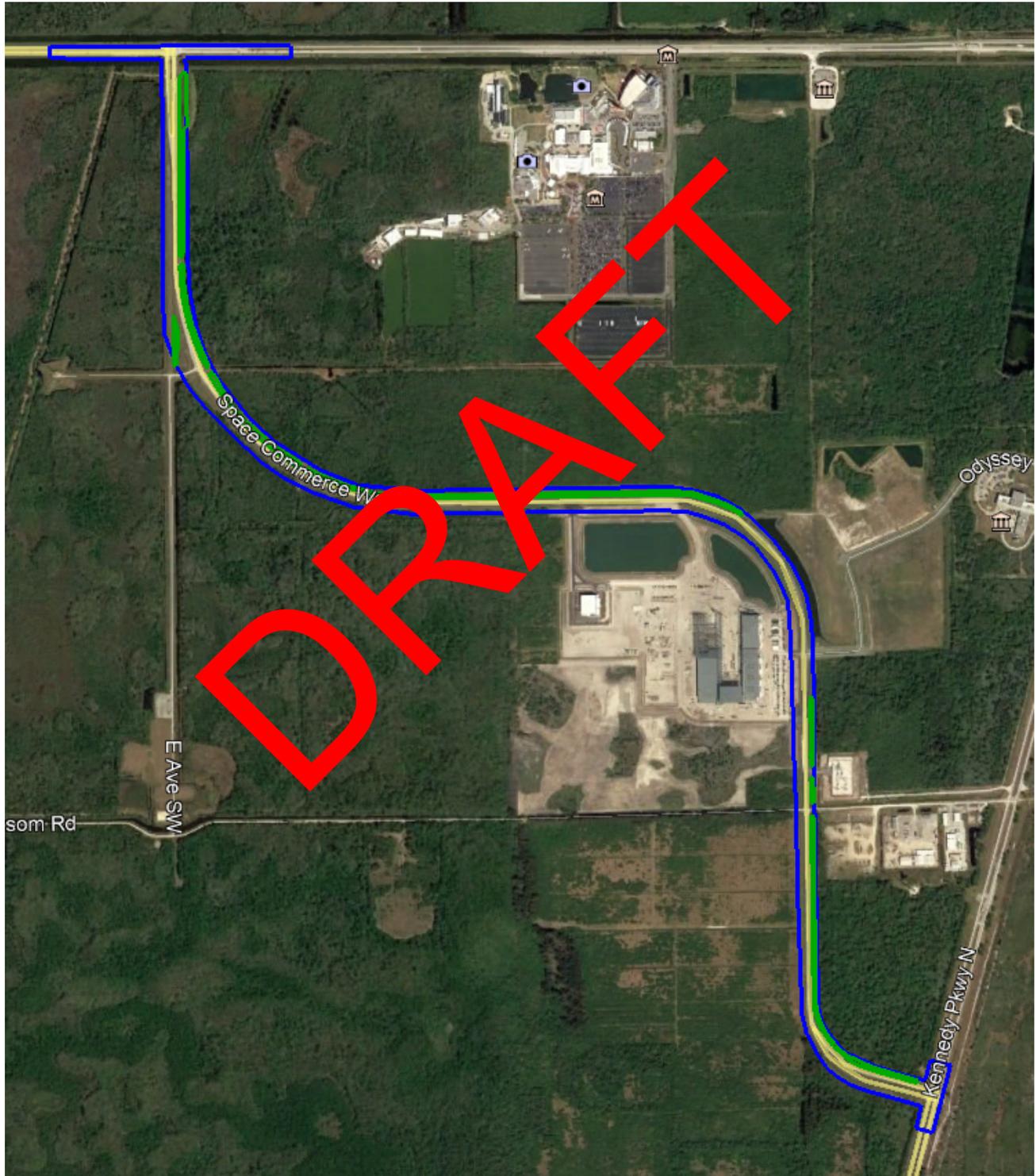
MAY 19, 2020

GPI
LB#6748

The basis of bearings is South 89 degrees 57 minutes 46 seconds East, a distance of 2160.631', as measured between point AT29 to point AT31, based on Grid North, as described below.

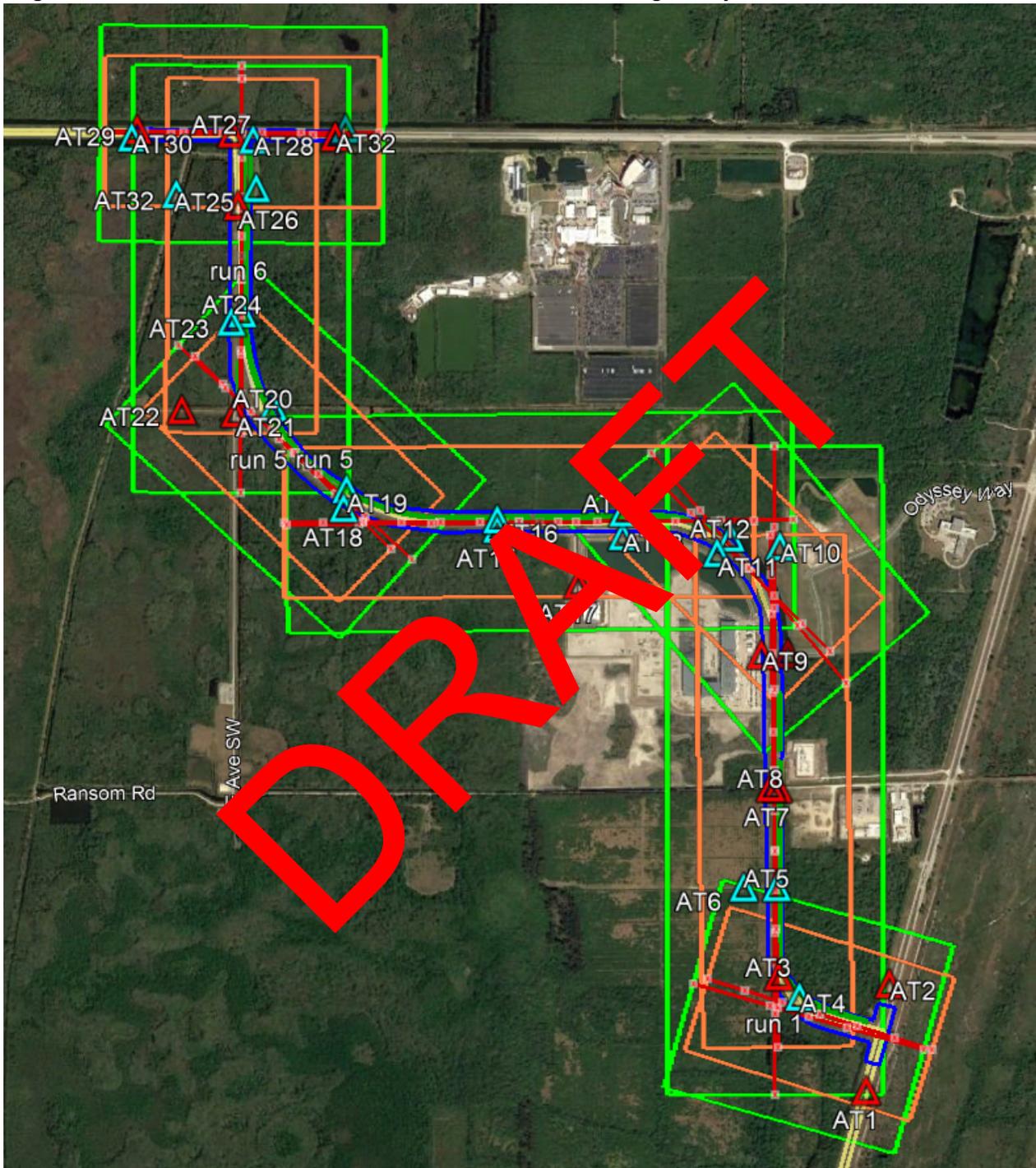
All units are US Feet.

Project Limits:



HORIZONTAL and VERTICAL CONTROL, and ACCURACIES

Flight Plan and Horizontal & Vertical Control / Aerial Target Layout



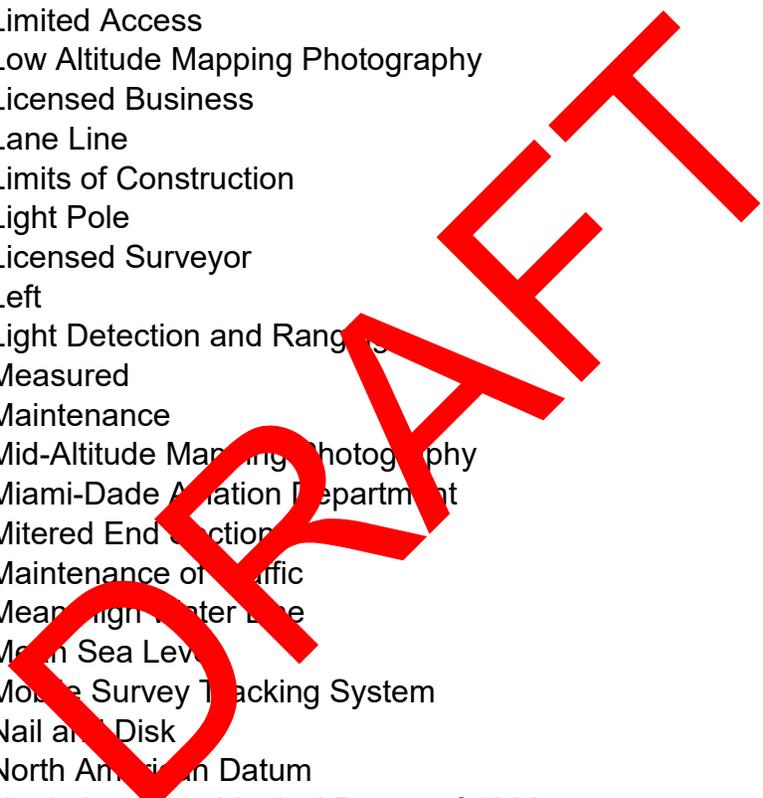
ABBREVIATIONS AND LEGEND

A/C	Air Conditioner
ABGPS	Airborne Global Positioning System
AC	Acre
AGIS	Airports Geographic Information System
AGL	Above Ground Level
ALUM	Aluminum
ASCII	American Standard Code for Information Interchange
ASPH	Asphalt
ASPRS	American Society of Photogrammetry and Remote Sensing
AT	Aerial Triangulation or Aerotriangulation
AVE	Avenue
BLVD	Boulevard
BIPP	Beaches, Inlets & Ports Program
BM	Benchmark
BSM	Bureau of Survey and Mapping
(C)	Calculated Measurement
CADD	Computer Aided Design & Drafting
CB	Catch Basin
C.B.	Chord Bearing
C.D.	Chord Distance
CD	Compact Disk
CL	Centerline
CLF	Chain Link Fence
CONC	Concrete
C.M.	Concrete Monument
CMS	Certified Mapping Scientist
COM	Commercial
COR	Corner
CP	Certified Photogrammetrist
COR	Corner
CORS	Continuously Operating Reference Station
CR	County Road
CSDGM	Content Standard for Digital Geospatial Metadata
CSMO	Central Surveying and Mapping Office
CVA	Consolidated Vertical Accuracy
D	Degree
(D)	Deed Measurement
D.B.	Deed Book
D.E.	Drainage Easement
DEM	Digital Elevation Model
DFIRM	Digital Flood Insurance Rate Maps
DMI	Distance Measuring Instrument

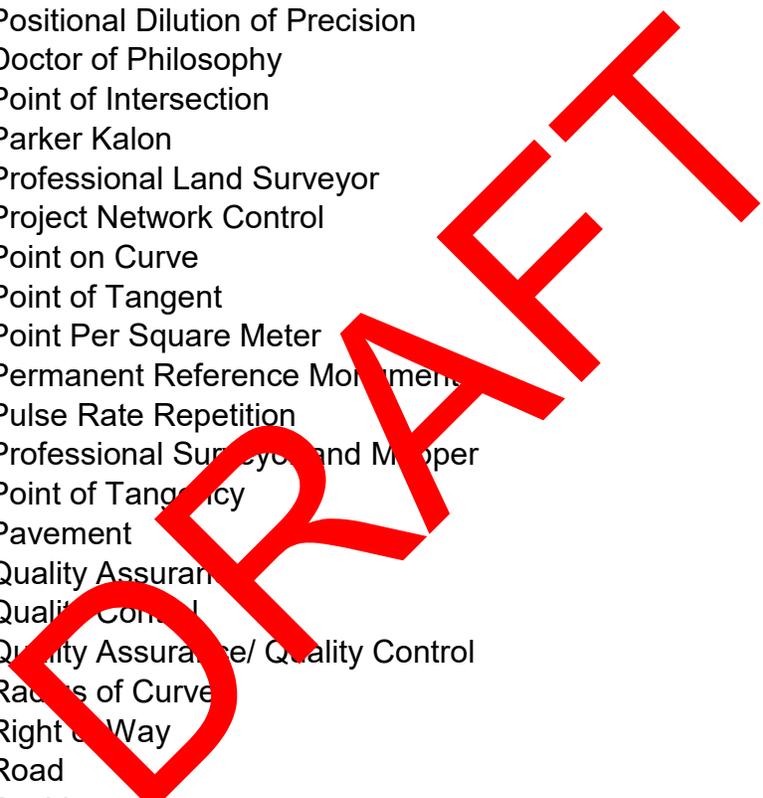
DRAFT

DSMO	District Surveying and Mapping Office
DTM	Digital Terrain Model
DVD	Digital Versatile Disk / Digital Video Disk
DXF	Drawing Exchange Format
ECW	Enhanced Compression Wavelet
EDE	Existing Drainage Easement
EFB	Electronic Field Book
ELEC	Electric
EOI	End of Information
EOR	Engineer of Record
EOP	Edge of Pavement
ESMT	Easement
ESRI	Environmental Systems Research Institute
EXIST	Existing
(F)	Field Measurement
FAA	Federal Aviation Administration
F.A.C.	Florida's Administrative Code
FCDOP	Florida County Digital Orthoimage Program
FDEM	Florida Department of Emergency Management
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FGDC	Federal Geographic Data Committee
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FKP	Flächen Korrektur Parameter
FND	Found
FOC	Fiber Optic Cable
FIPS	Federal Information Processing Standards
FP	Financial Project
FPID	Financial Project Identification
FPRN	Florida Permanent Reference Network
F.S.	Florida Statutes
FVA	Fundamental Vertical Accuracy
FY	Fiscal Year
GDOP	Geometric Dilution of Precision
GIS	Geographic Information system
GISP	Geographic Information System Professional
GLONASS	Global Orbiting Navigation Satellite System
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
GSD	Ground Sample Distance
HARN	High Accuracy Reference Network
HD	Hard Drive

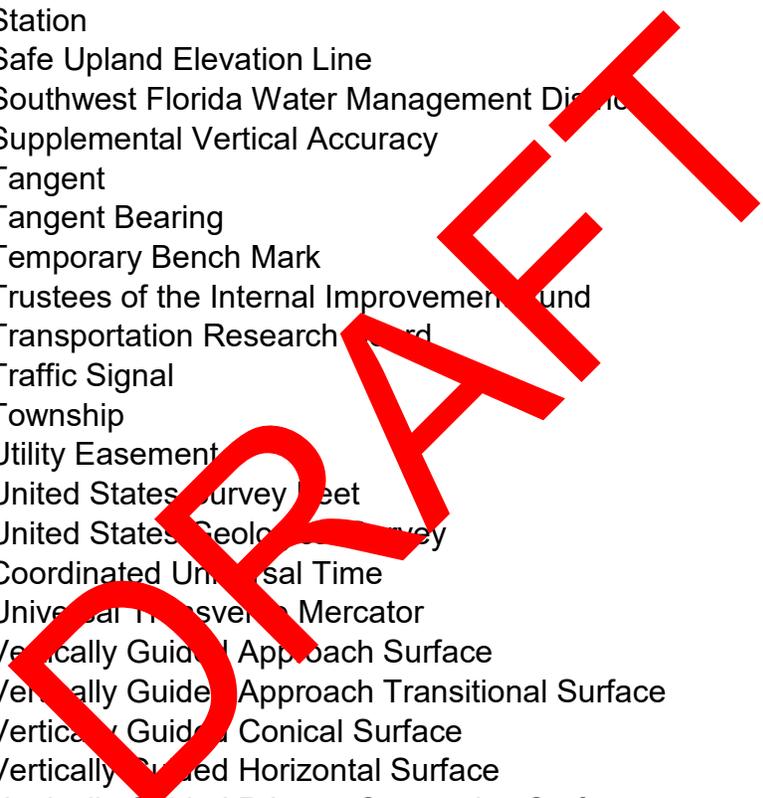
HPGN	High Precision Geodetic Network
ID	Identification
iMAC	Individualized Master Auxiliary Concept (iMAX)
IMU	Inertial Measurement Unit
INFO	Information
INS	Inertial Navigation System
IP	Iron Pipe
IR	Iron Rod
IRC	Iron Rod and Cap
ITD	Information Technology Department
L	Length of Curve
L/A	Limited Access
LAMP	Low Altitude Mapping Photography
LB	Licensed Business
LL	Lane Line
LOC	Limits of Construction
LP	Light Pole
LS	Licensed Surveyor
LT	Left
LiDAR	Light Detection and Ranging
(M)	Measured
MAINT	Maintenance
MAMP	Mid-Altitude Mapping Photography
MDAD	Miami-Dade Aviation Department
MES	Mitered End Section
MOT	Maintenance of Traffic
MHWL	Mean High Water Line
MSL	Mean Sea Level
MSTS	Mobile Survey Tracking System
N&D	Nail and Disk
NAD	North American Datum
NAVD88	North American Vertical Datum of 1988
NDEP	National Digital Elevation Program
NDP	Network Design Plan
NDVI	Normalized Difference Vegetation Index
NGS	National Geodetic Survey
NGVD	National Geodetic Vertical Datum
NL	Nail
NMAS	National Map Accuracy Standards
No.	Number
NSRS	National Spatial Reference system
NSSDA	National Standard for Spatial Data Accuracy
NTS	Not to Scale
NVAL	Non-Vehicular Access Line

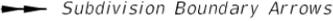


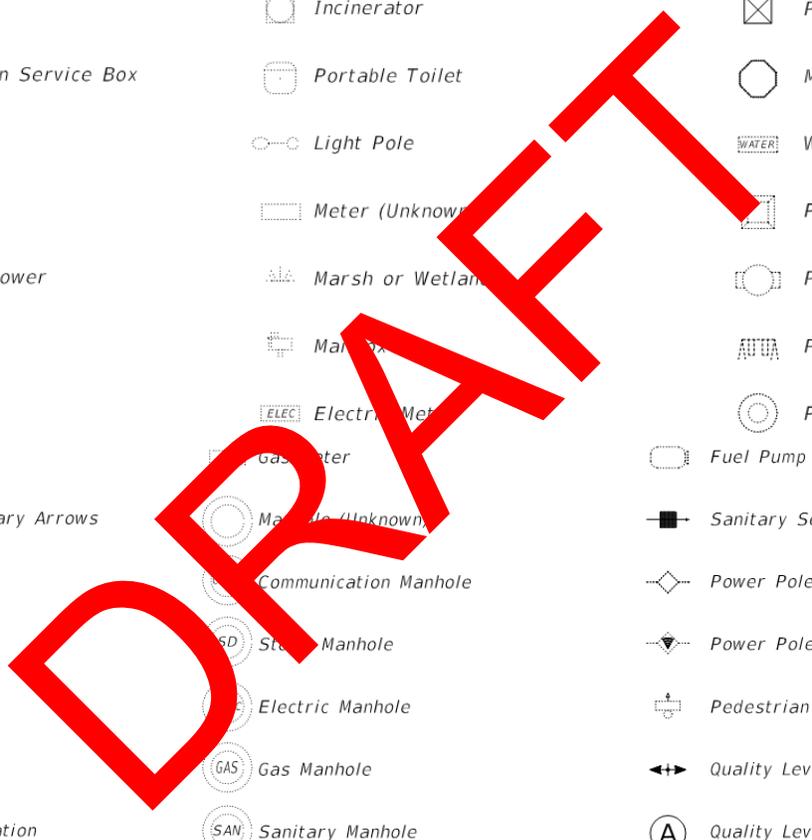
OHWL	Ordinary High-Water Line
OPUS	Online Positioning User Service (NGS Web-based Software)
OPUS-P	Online Positioning User Service Projects (NGS Web-based Software)
OPUS-RS	Online Positioning User Service Rapid Static (NGS Web-based Software)
OR	Official Record
ORB	Official Record Book
(P)	Plat Measurement
PB	Plat Book
PC	Point of Curvature
PCC	Point of Compound Curvature
PCP	Permanent Control Point
PDOP	Positional Dilution of Precision
PH.D.	Doctor of Philosophy
PI	Point of Intersection
PK	Parker Kalon
PLS	Professional Land Surveyor
PNC	Project Network Control
POC	Point on Curve
POT	Point of Tangent
PPSM	Point Per Square Meter
PRM	Permanent Reference Monument
PRR	Pulse Rate Repetition
PSM	Professional Surveyor and Mapper
PT	Point of Tangency
PVMT	Pavement
QA	Quality Assurance
QC	Quality Control
QA/QC	Quality Assurance/ Quality Control
R	Radii of Curves
R/W	Right of Way
RD	Road
RES	Residence
RGE	Range
RGNSS	Real-Time GNSS
RINEX	Receiver Independent Exchange Format
RMS	Root Mean Square
RMSE	Root Mean Square Error
RMSEz	Vertical Root Mean Square Error
RMSEr	Horizontal Root Mean Square Error
RPB	Road Plat Book
RS	Rapid Static
RT	Real Time Positioning
RTK	Real Time Kinematic
RTN	Real-Time Network



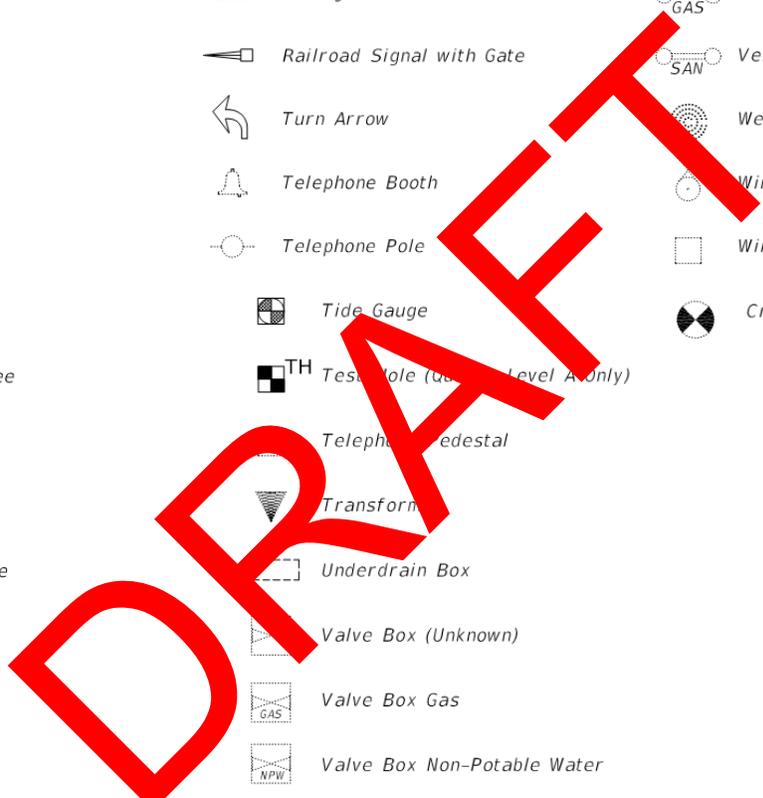
R/W	Right of Way
SCOPE	Project Scope of Services
SF	Square Feet
SFWMD	South Florida Water Management District
SHA	Secured Hash Standard
SHLDR	Shoulder
SL	Street Lighting
SPCS	State Plane Coordinate System
SR	State Road
SRD	State Road Department
ST	Street
STA	Station
SUEL	Safe Upland Elevation Line
SWFWMD	Southwest Florida Water Management District
SVA	Supplemental Vertical Accuracy
T	Tangent
TB	Tangent Bearing
TBM	Temporary Bench Mark
TIITF	Trustees of the Internal Improvement Fund
TRB	Transportation Research Board
TS	Traffic Signal
TWP	Township
UE	Utility Easement
USFT	United States Survey Feet
USGS	United States Geological Survey
UTC	Coordinated Universal Time
UTM	Universal Transverse Mercator
VGAS	Vertically Guided Approach Surface
VGATS	Vertically Guided Approach Transitional Surface
VGCS	Vertically Guided Conical Surface
VGHS	Vertically Guided Horizontal Surface
VGPCS	Vertically Guided Primary Connection Surface
VGPS	Vertically Guided Protection Surface
VGRPS	Vertically Guided Runway Primary Surface
VRS	Virtual Reference System
W/	With
WIF	Wrought Iron Fence
XING	Crossing
XML	Extensible Markup Language
X,Y,Z	Cartesian Coordinates
2D	2 Dimensional
3D	3 Dimensional



 Antenna	 Gauge	 Concrete Monument Open
 Aerial Target	 Guy Wire	 Concrete Monument Solid
 Baseline	 Guy Pole	 Stamped Disk
 Beacon	 High Mast Light	 Stamped Plate
 Bench	 Handicap Marking	 Other Marker
 Bollard	 Empty Test Hole	 Hub & Tack
 Bouy	 Incinerator	 Post, Stake or Staub
 Cable Television Service Box	 Portable Toilet	 Monitoring Well
 Cattle Guard	 Light Pole	 Water Meter
 Centerline	 Meter (Unknown)	 Piling
 Transmission Tower	 Marsh or Wetland	 Parking Meter
 Cleanout	 Manhole	 Playground Equipment
 Camp Stove	 Electric Meter	 Pump or Well
 Core or Test Hole	 Gas Meter	 Fuel Pump
 Subdivision Boundary Arrows	 Manhole (Unknown)	 Sanitary Sewer Pump Station
 Dolphin or Fender	 Communication Manhole	 Power Pole
 Drill Hole	 SD Storm Manhole	 Power Pole with Transformer
 Delineator Post	 Electric Manhole	 Pedestrian Signal Head
 Dumpster or Bin	 GAS Gas Manhole	 Quality Level Delineator
 Sanitary Dump Station	 SAN Sanitary Manhole	 Quality Level A Utility Locate
 Deep Rod Mark	 TEL Telephone Manhole	 Quality Level B Utility Locate
 Electric Outlet	 WATER Water Manhole	 Quality Level C Utility Locate
 End of Information (Electronic)	 Concrete R/W Monument	 Quality Level D Utility Locate
 Faucet	 Iron Pipe	 Quarter Section Corner East/West
 Tank Fill Cap	 Poured Monument	 Quarter Section Corner North/South
 Fire Hydrant	 Iron Rod & Cap	 Section Corner
 Flood Light	 Nail	 Regulator (Unknown)



 Flag Pole	 Rod Monument Open	 Roadway Terminators
	 Rod Monument Solid	 Railroad Mile Post
 Railroad Signal	 Single Support Sign	 Valve Non-Potable Water NPW
 Railroad Warning Sign	 Straight Arrow	 Valve Sanitary Sewer SAN
 Satellite Dish	 Straight & Turn Arrow	 Valve Water WATER
 Shared Pole	 Stump	 Vent (Unknown)
 Shared Pole with Transformer	 Storage Tank	 Vent Gas GAS
 Shrub	 Railroad Signal with Gate	 Vent Sanitary Sewer SAN
 Coniferous Shrub	 Turn Arrow	 Well
 Deciduous Shrub	 Telephone Booth	 Windmill
 Ornamental Plant	 Telephone Pole	 Wire Pull Box
 Tree	 Tide Gauge	 Cross Section Point
 Coniferous Tree	 Test Hole (Gas Level A Only) TH	
 Citrus Tree	 Telephone Pedestal	
 Cypress Tree	 Transformer	
 Deciduous Tree	 Underdrain Box	
 Oak Tree	 Valve Box (Unknown)	
 Palm Tree	 Valve Box Gas GAS	
 Palm Cluster	 Valve Box Non-Potable Water NPW	
 Pine Tree	 Valve Box Sanitary Sewer SAN	
 Signal Head	 Valve Box Water WATER	
 Signal Control	 Valve Cover (Unknown)	
 Signal Pedestal	 Valve Cover Effluent EFF	
 Silo	 Valve Cover Gas GAS	



	Signal Mast Arm		Valve Cover Non-Potable Water
	Multiple Support Sign		Valve Cover Raw Water
	Standpipe		Valve Cover Sanitary Sewer
	Sprinkler Head		Valve Cover Water
	Spring or Water Source		Valve (Unknown)
	Service Cabinet		Backflow Preventer
	Span Wire Pole		Valve Gas
---BE(D)---	Buried Electric-Existing Type D	---BT(C)---	Buried Telephone-Existing Type C
---BFOC(B)---	Buried Fiber Optic Cable-Existing Type B	---BT(D)---	Buried Telephone-Existing Type D
---BFOC(C)---	Buried Fiber Optic Cable-Existing Type C	---CAS(B)---	Encasement-Existing Type B
---BFOC(D)---	Buried Fiber Optic Cable-Existing Type D	---CAS(C)---	Encasement-Existing Type C
---BFOE(B)---	Buried Fiber Optic Electric-Existing Type B	---CAS(D)---	Encasement-Existing Type D
---BFOE(C)---	Buried Fiber Optic Electric-Existing Type C	---G(B)---	Gas-Existing Type B
---BFOE(D)---	Buried Fiber Optic Electric-Existing Type D	---G(C)---	Gas-Existing Type C
---BFOT(B)---	Buried Fiber Optic Telephone-Existing Type B	---G(D)---	Gas-Existing Type D
---BFOT(C)---	Buried Fiber Optic Telephone-Existing Type C	---NPW(B)---	Non-Potable Water-Existing Type B
---BFOT(D)---	Buried Fiber Optic Telephone-Existing Type D	---NPW(C)---	Non-Potable Water-Existing Type C
.....	City Limit Line (coincident)	---NPW(D)---	Non-Potable Water-Existing Type D
====	City Limit Line	---OTV---	Overhead Cable-Existing
----	County Line	---OE---	Overhead Electric-Existing
----	Easement Line (blue)	---OFOC---	Overhead Fiber Optic Cable-Existing
----	Existing Easement Centerline (blue)	---OFOE---	Overhead Fiber Optic Electric-Existing
====	Existing Limited Access	---OFOT---	Overhead Fiber Optic Telephone-Existing
----	Existing Right of Way (blue)	---OT---	Overhead Telephone-Existing
----	Grant Line (red)	---PET(B)---	Petroleum-Existing Type B
----	License by Agreement	---PET(C)---	Petroleum-Existing Type C
----	Limits of Construction (red)	---PET(D)---	Petroleum-Existing Type D
////	National or State Forest Park	---S(B)---	Sanitary Sewer-Existing Type B



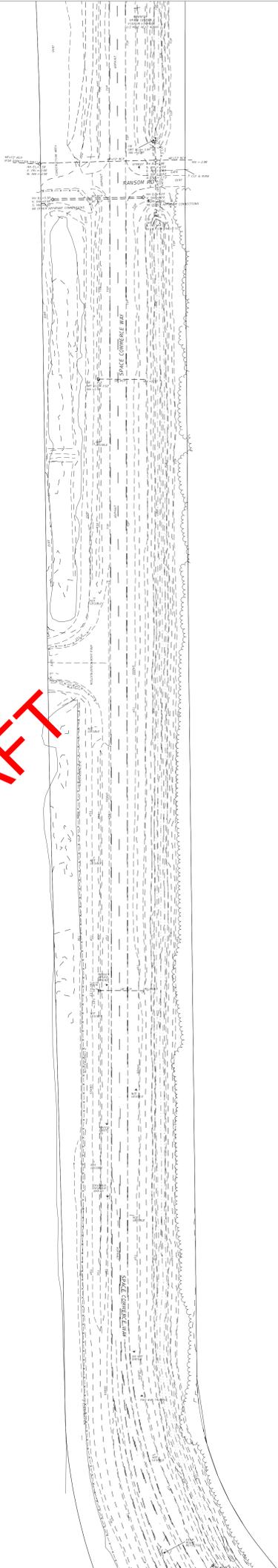
#####	Non-Vehicular Access	---S(C)---	Sanitary Sewer-Existing Type C
— — — — —	Perpetual Easement (yellow)	---S(D)---	Sanitary Sewer-Existing Type D
—————	Property Line (red)	---STM(B)---	Steam-Existing Type B
- - - - -	Proposed Limited Access	---STM(C)---	Steam-Existing Type C
— — — — —	Proposed Right of Way	---STM(D)---	Steam-Existing Type D
—————	Section Line (tan)	---W(B)---	Water-Existing Type B
—————	Quarter Section Line (red)	---W(C)---	Water-Existing Type C
—————	State Line	---W(D)---	Water-Existing Type D
—————	Temporary Easement (orange)	■ — ■ — ■	Cable Barrier
—————	Safe Upland Line or Murphy Reservation (green)	-x-x-x-x-x-	Fence Line
—————	Township or Range Line	▣ ▣ ▣ ▣ ▣	Guardrail-Double
---BTV(B)---	Buried Cable-Existing Type B	▣ ▣ ▣	Guardrail-Left
---BTV(C)---	Buried Cable-Existing Type C	▣ ▣ ▣	Guardrail-Right
---BTV(D)---	Buried Cable-Existing Type D	· · · · ·	Lane Line
---BE(B)---	Buried Electric-Existing Type B	—+—+—+—+—	Railroad-Existing
		~~~~~	Power Line
		---▲---	Wetland

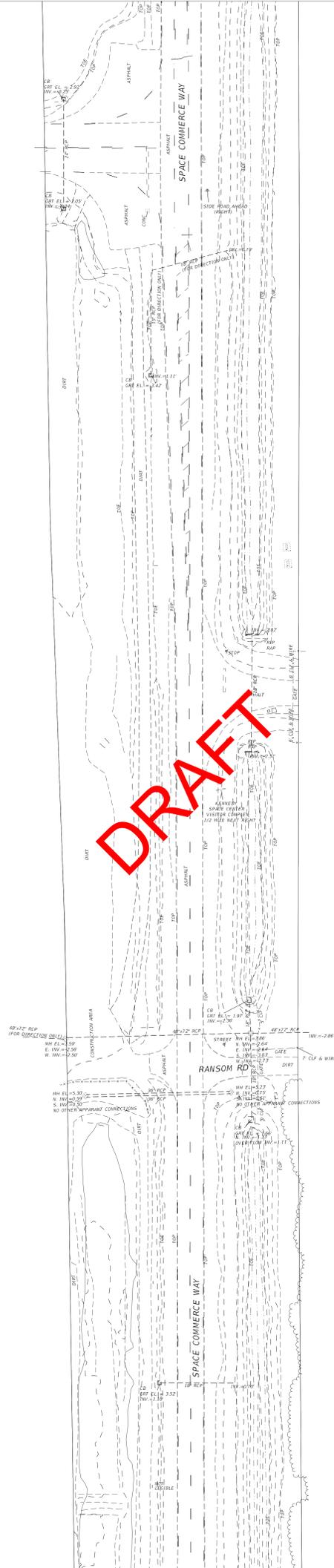
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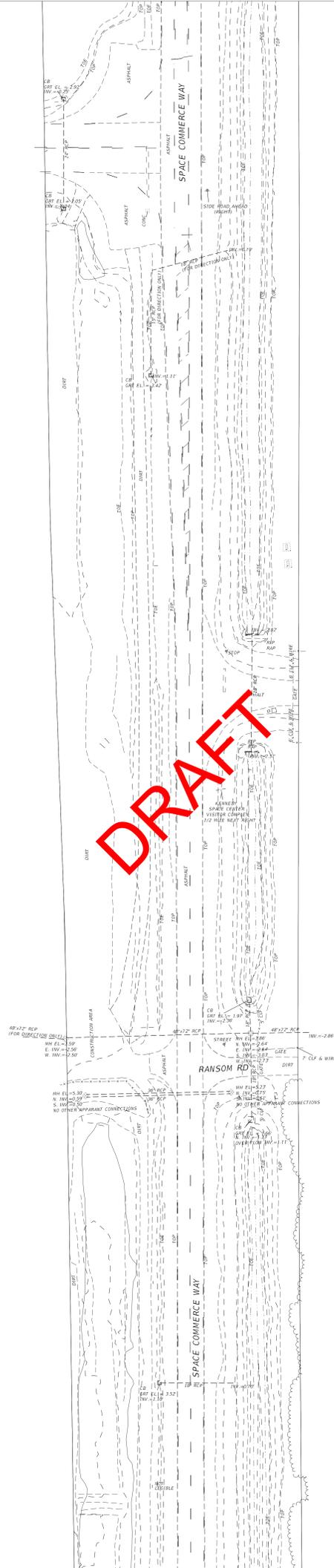


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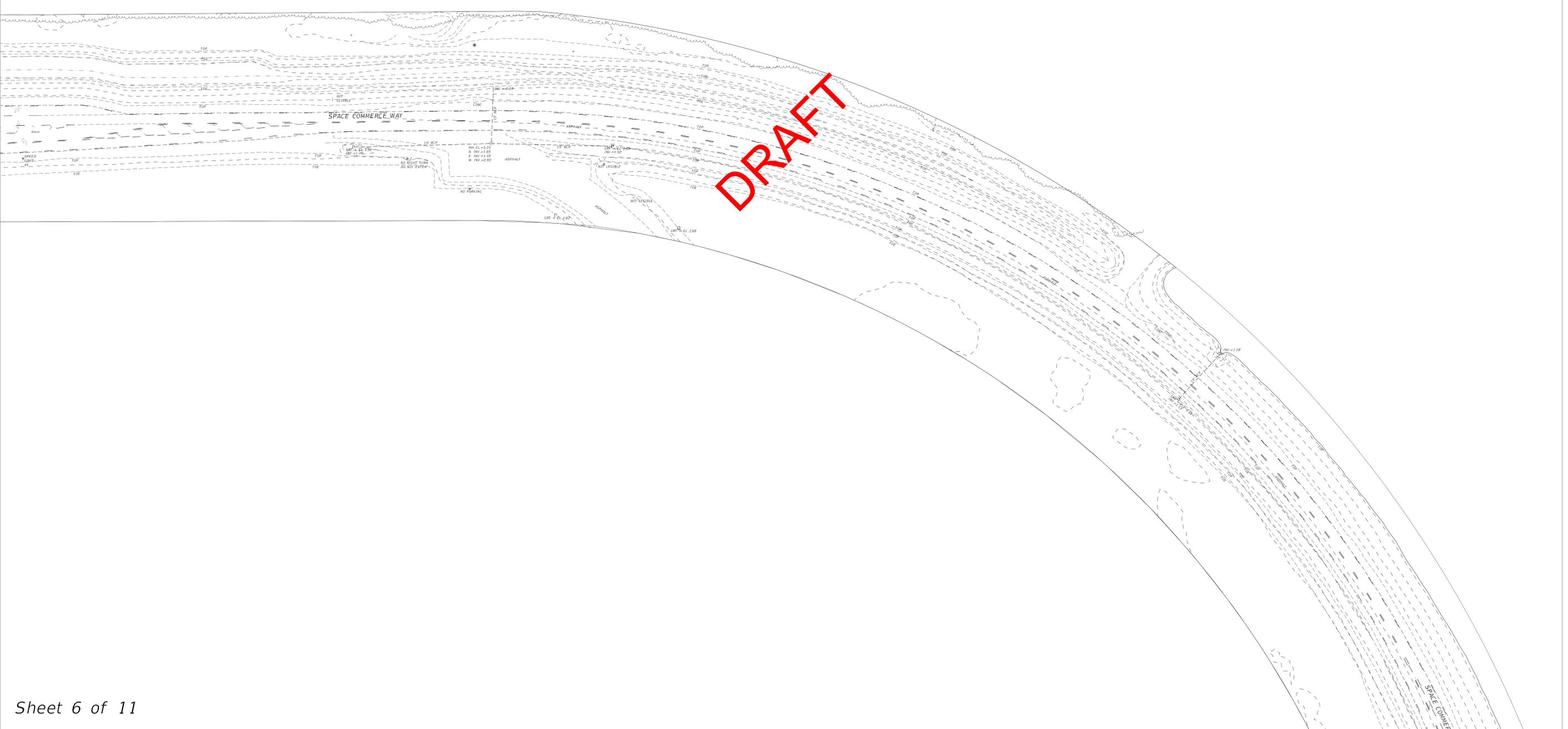
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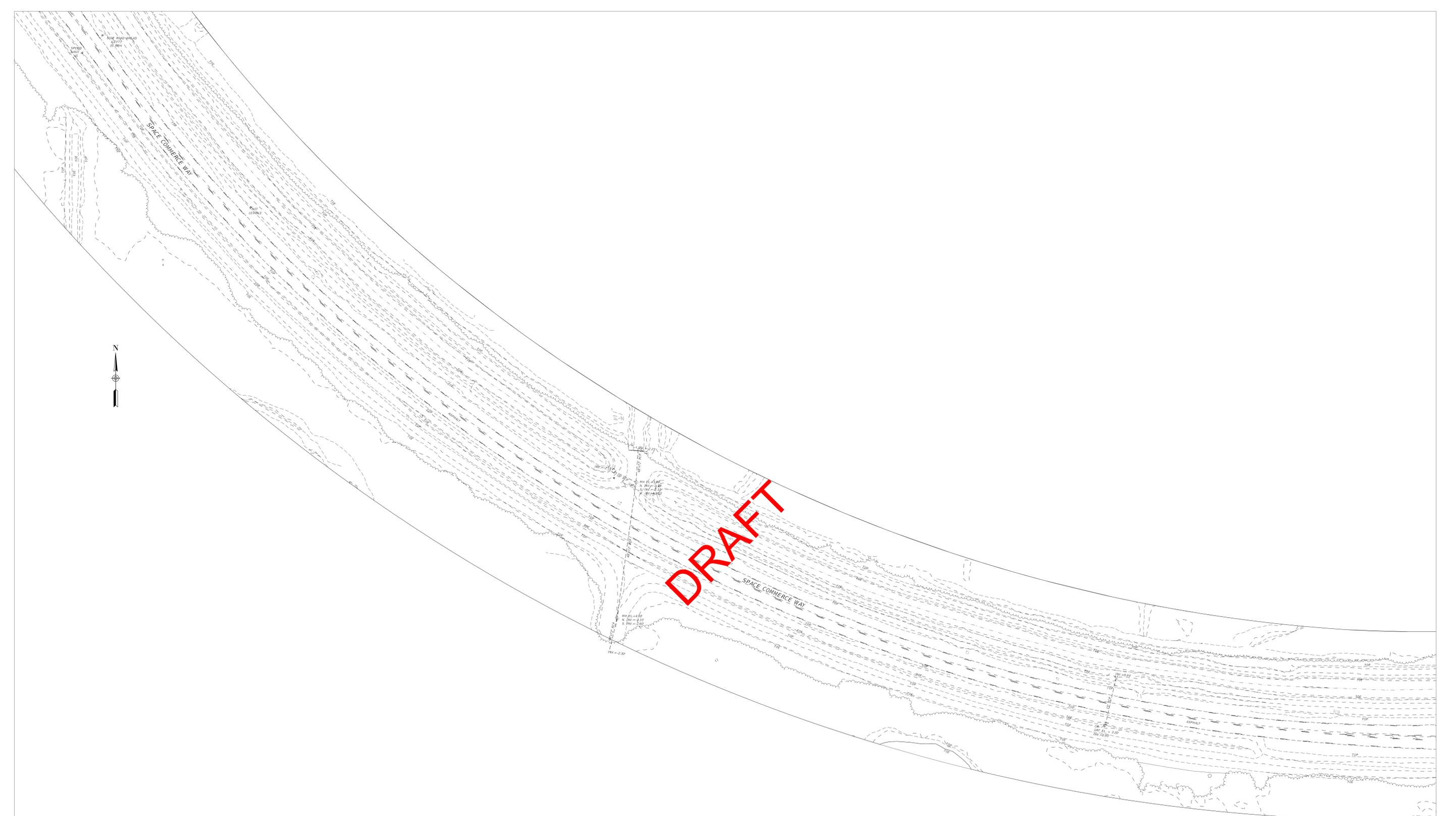




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