



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

RFQ-SF-01-0-2020

**Issued and Published: May 18, 2020**

**Due Date: June 16, 2020**

**BACKGROUND**

Space Florida is dedicated to fostering the growth and development of a sustainable and world-leading aerospace industry in the State of Florida. Space Florida promotes aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs. Space Florida is an independent special district and a subdivision of the State of Florida and is governed by Part II of Chapter 331 of the Florida Statutes.

Among other powers, Space Florida has the power to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related systems, including educational, cultural, and parking facilities and aerospace-related initiatives.

Space Florida is issuing this Request for Qualifications (the “RFQ”) is to select the most highly qualified Consultant to provide Engineering and Permitting Services for the Space commerce Way Connector 4-Lane Widening (the “Project”) as further described in Attachment “B”. Submittals will be reviewed and evaluated as to qualifications to perform the services required by a Space Florida selection committee. One firm will be selected by Space Florida to provide the scope of services for the Project in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (the “CCNA”).

**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. 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. The construction project will be match-funded through the United States Department of Transportation’s (USDOT) INFRA Grant program:

<https://www.transportation.gov/buildamerica/financing/infra-grants/infrastructure-rebuilding-america>

**PURPOSE**

This RFQ shall serve to provide interested parties with specific information as to the procedures for selection of a firm to perform the Project.

In determining whether a firm is qualified, Space Florida shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of the supporting office; recent, current, and projected workloads of the firm and all other factors under Section 287.055. The agreement with the chosen firm will provide compensation on the basis of the cost of the work plus a percentage fee with a guaranteed maximum price and with an agreed upon substantial completion deadline. The agreement will be negotiated pursuant to the CCNA. The forms of the required agreement are included in Attachment “A” to this RFQ package.

**PROJECT DESCRIPTION:**

The Project description and scope of work to be performed is described on Attachment “B”.

**SCHEDULE**

<b>EVENT</b>	<b>DATE</b>	<b>TIME (EST)</b>
Legal Notice sent to Florida Today	05/13/2020	
RFQ Posted on Space Florida’s Website and DemandStar	05/18/2020	
Question Submission Deadline	06/02/2020	12:00 Noon
Question Responses Posted	06/09/2020	NLT 2:00 PM
Notice of Selection Committee meeting to determine short-listed firms published in Fla. Admin. Register and on Space Florida’s website	06/12/2020	
Qualifications Packages Due	06/16/2020	2:00 PM
Qualifications Packages Opened* and Evaluated – Contract Department	06/17/2020	
Qualifications Packages Evaluated individual Selection Committee Members	06/18/2020	
Selection Committee meeting to short-list 3 or more qualified firms (Public Forum)	06/22/2020	10:00 AM
Qualified short-listed firms notified	06/22/2020	11:00 AM
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida’s website	06/23/2020	
Presentations / Interviews (Public Forum)	07/07/2020	9:00 AM
Notice of Intent to Negotiate posted on Space Florida’s website	07/08/2020	

Notice of Intent to Award posted on Space Florida’s website	07/13/2020	
Award Notice posted on Space Florida’s website	TBD	

\* Qualification packages received in response to this RFQ are exempt from subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution (the Public Records Act) until notice of an intended decision by Space Florida or until thirty days after opening the sealed qualification packages, whichever is earlier. At that time, the qualifications packages received will be made available to the public.

**COMMUNICATIONS AND QUESTIONS**

1. Prospective firms and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this RFQ with any Space Florida employee, board or committee member, or any non-employee appointed by Space Florida to evaluate or to recommend selection of a firm under this RFQ. Any such may result in disqualification from consideration for award of this RFQ.
  
2. Questions may be asked regarding the RFQ process or the Project. Submission of all questions through e-mail to the Director of Contracts is required. Questions should be emailed to Annette O’Donnell at [aodonnell@spaceflorida.gov](mailto:aodonnell@spaceflorida.gov). No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida’s website. **The deadline for the Space Florida Director of Contracts to receive questions is on or before June 2, 2020 at 12:00 Noon.**

**SUBMITTAL REQUIREMENTS**

**ALL QUALIFICATION PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO [AODONNELL@SPACEFLORIDA.GOV](mailto:AODONNELL@SPACEFLORIDA.GOV). No hard copy originals will be accepted. Qualifications packages are due via email June 16, 2020 by 2:00 pm. Packages shall be submitted as a Adobe PDF file. Financial Statements shall be provided in a separate file. Maximum acceptable total file size is 20 MB.**

The responsibility for delivering the qualifications package to Space Florida on or before the stated time and date is solely the responsibility of the firm. Space Florida is not responsible for delays.

Under no circumstances will late packages be scored.

Each firm should ensure that they have received and read any/all addenda and amendments to this process before submitting its qualifications package. All questions/answers and addenda are issued through Space Florida’s website and posting on DemandStar.

**EXCLUDED PARTIES**

**Engineers, architects, designers, and consultants that were involved in preparing the design criteria, design concepts, Technical Memorandum, scope of services/work, or consulting whether to design or build this Project, are excluded from serving as the design engineer and are not permitted to respond to this RFQ.**

**ECONOMY OF PRESENTATION**

Qualifications packages shall be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this RFQ. Elaborate and verbose

proposals are discouraged. Information in addition to that specifically requested (i.e. videos, photographs, in-depth firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy-to-read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that firms follow the format and instructions contained herein. Space Florida is not liable or responsible for any costs incurred by any firm in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Qualifications packages that do not comply with the instructions herein will not be considered. All information received will be maintained with the project file and cannot be returned.

### **QUALIFICATIONS PACKAGE INSTRUCTIONS**

1. The firm must prepare its qualifications package in accordance with the instructions outlined in this section. If the firm’s qualifications package deviates from these instructions, such qualifications package may, in Space Florida’s sole discretion, be rejected. In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.
2. Space Florida emphasizes that the firm should concentrate on the accuracy, completeness, and clarity of content.
3. To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
4. Pages shall be single-spaced. Font shall be Times New Roman, and the text size shall be 11 point. Use at least three-quarter (3/4) inch margins on all sides. Pages shall be numbered sequentially. Maximum number of pages shall not exceed 50 pages, including tables of content, resumes, text, photos, charts, glossaries and appendices. Permitted exclusions to the Qualification Package limit are: Front cover and back-cover pages, Title Page, Table of Contents, and Index or Divider inserts and Financial Statements.
5. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size.
6. Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution, is not solicited nor desired, as information to be submitted with qualifications packages. The Florida Statutes and the State Constitution govern whether information in a qualifications package is confidential or exempt from the Public Records Act. If information is submitted in the qualifications package which the firm deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the qualifications package in a **separate, clearly marked envelope referencing the specific statutory citation for such exemption**. Submitted qualifications packages which are marked “confidential” (or other similar language) in their entirety or those in which a significant portion of the submitted qualifications package is marked “confidential” may be deemed non-responsive by Space Florida. Space Florida is not obligated to agree with the firm’s claim of an exemption and, by submitting a qualifications package, the firm agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act. The firm agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, Space

Florida for any and all claims and litigation (including litigation initiated by Space Florida) arising from or relating to the firm’s claim that the separately marked portions of its reply are not subject to disclosure. If the firm fails to separately mark portions of its qualifications package or marks its qualifications package “confidential” (or other similar language) in its entirety, Space Florida is authorized to produce the entire document, data or record submitted by the firm in responding to a public records request.

**QUALIFICATIONS PACKAGE TABBED SECTIONS**

Space Florida suggests a careful review of the qualifications and experience requested in this RFQ. The scoring on the RFQ will be specific for each qualification requested. If the firm does not have the qualifications, the score in the RFQ process will so reflect.

<p><b>Qualifications:</b></p>	<p>15 pts Vendor’s <u>qualifications</u> (i.e. project manager, lead professional engineer, professional wetland scientist, primary technical resources, etc.).</p> <p>15 pts Vendor’s <u>past performance</u> with similar projects. Provide three (3) completed examples.</p> <p>10 pts Vendor’s <u>knowledge</u> of project and related experience.</p>
<p><b>Approach to the Project:</b></p>	<p>15 pts Vendor’s management <u>approach</u> to this project.</p> <p>25 pts Vendor’s technical <u>approach</u> to this project (include technical considerations, unique challenges, permitting, etc.).</p>
<p><b>Ability to Furnish the Required Services:</b></p>	<p>10 pts Vendor’s <u>abilities</u> to furnish the required services.</p> <p>10 pts Vendor’s <u>availability</u> (recent, current, and projected workloads) and willingness to <u>meet time and budget requirements</u>.</p>

**A. Vendor Profile:** Space Florida requires that Vendors use a format similar to Federal GSA Standard Form 330, Rev 12/2020 (OMB No.: 9000-0157) which is provided in Attachment C. This form provides a standard format for Vendors to describe their proposed team, resumes of key personnel (including sub consultants), examples of similar projects, and the participation of key personnel on the example projects, and additional information including an approach. Providing the same type information and similar format of Standard Form 330 is required. Use of the actual Standard Form 330 is not required but is encouraged. Refer to instructions below and on the attached Standard 330 Form. Provide the following information in a single PDF as follows:

**Letter of Transmittal:** The letter must be signed by a representative authorized to contractually bind the vendor and include the title or authority of the representative. The letter shall not exceed two pages and it shall briefly state the understanding of the vendor regarding the work to be performed, confirmation of meeting the minimum qualifications, and make a positive commitment to perform the work within the specified time period. The following must be included:

1. Type of business (sole proprietorship, partnership, corporation, etc.)
2. State of incorporation.
3. Headquarters location and whether offices are located in the State of Florida, and if so, where.
4. The names and contact information of the persons who will be authorized to make representations for the vendor.

**GSA Standard Form 330 Part I:**

- Section A – List Title, Notice Date, and Solicitation Number.
- Section B – List Point of Contact (name, title, firm, phone numbers, and email address).
- Section C – List Proposed Team (including sub consultants). Attach an additional sheet in the same format as Section C if needed.
- Section D – Organization Chart of Proposed Team. Attach as a separate sheet.
- Section E – Resumes of Key Personnel (name, role, experience, firm, education, professional registration, other qualifications, relevant projects). Attach up to 1 additional sheet per resume if needed.
- Section F – Example Projects (up to 10; title, location, year completed, project owner, owner point of contact name and number, project description, size, scope, cost, and firms involved). Images and figures are allowed. Attach up to 1 additional sheet per example project if needed.
- Section G – Key Personnel Participation in Example Projects
- Section H – Additional Information. Attach up to 15 additional sheets as needed.

**Section H1. Qualifications:**

1. Describe Vendor’s qualifications (i.e. project manager, lead professional engineer, professional wetland scientist, primary technical resources, etc.).
2. Describe why the Vendor is most qualified to provide services for this project.
3. Describe the Vendor’s single distinctive competency and include the three (3) top factors which the Vendor believes are key for success.
4. Describe past performance with similar contracts. Discuss three (3) completed examples.
5. Discuss the Vendor’s knowledge related to successfully doing business at the Cape Canaveral Spaceport.
6. Discuss the Vendor’s knowledge regarding design standards and processes for USDOT INFRA Grant projects.

**Section H2. Proposed Approach:** The Vendor shall clearly describe the proposed approach to providing the Scope of Services in Attachment “B”. At a minimum, address the following:

1. Describe management approach for performing the required services with emphasis towards communications, stakeholder engagement, and; budget, schedule and documentation control.
2. Describe technical approach for performing the required services.
3. Discuss if there are ways to leverage previous investigations, designs and expired permits.
4. Discuss cost and schedule saving measures to bring the project in under budget and ahead of schedule.
5. If applicable, provide recommendations for other scope tasks and services that will result in a successful construction project.

**Section H3. Ability to Furnish the Required Services:** The Vendor shall clearly describe their ability to provide the Scope of Services in Attachment “B”.

1. Describe Vendor’s abilities to provide the required services.
2. Describe Vendor’s availability (recent, current, and projected workloads) and willingness to meet time and budget requirements.

**GSA Standard Form 330 Part II:** Prepare for the specific branch office of the Vendor if the firm has branch offices.

**B. Also required, but not scored:**

1. **Form of the AIA Contract**  
The form of the AIA Contract to be used for the Project is attached hereto as Attachment “A”. The Firm must include a statement that it has reviewed the AIA Contract and that it agrees to the terms and conditions in the AIA Contract. **The form, terms and conditions in the AIA Contract and the supplements to the Contract are not negotiable.**
2. **Insurance**  
Attach evidence of required insurance coverage or proof of insurability in the amounts defined in the Insurance Section of the form of the AIA Contract attached hereto as Attachment “A”. **Final insurance forms must contain the correct solicitation and/or project number and Space Florida contact person.**
3. **Non-Collusion Clause**  
Complete the non-collusion clause form included in this package.
4. **Public Entity Crimes**  
Complete the sworn statement on public entity crimes form included in this package.
5. **Scrutinized Company Statement**  
Complete Scrutinized Company Statement form included in this package.
6. **Financial Statement**  
The firm shall submit in a separate email an updated financial statement for the firm, prepared within the last quarter, itemizing present financial resources, liabilities and capital equipment. Note that financial statements provided for a road or any other public works project is exempt from Section 119.07(1) of the Florida Statutes and Section 24(a), Art. I of the State Constitution.

## **SELECTION PROCESS**

1. Space Florida staff members that have the knowledge and expertise with this scope of work, along with other personnel shall serve on a selection committee. Space Florida may appoint individuals that are not employees to serve on the selection committee. The selection committee will review all qualifications packages timely received and shall score the qualifications packages in accordance with the criteria listed in this RFQ. In addition to the materials provided in the written responses to this RFQ, Space Florida may request additional material, information, references, interviews or presentations from the firm(s) submitting qualifications packages. Space Florida may decide to conduct interviews instead of having formal presentations with selected firms, should it be required or warranted. Pursuant to Section 287.055 of the Florida Statutes, Space Florida shall evaluate current statements of qualifications and performance data on file with Space Florida (if any), and shall conduct discussions with, and may require presentations by, no fewer than three (3) firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the selection committee and the firms selected for interview based upon data submitted by each firm. Firms will be notified in writing as to whether or not they have been selected and if an interview or oral presentation is required.
2. Space Florida, at its sole discretion, may ask any firm to make an oral presentation and/or demonstration without charge to Space Florida. Space Florida reserves the right to require any firm to demonstrate to the satisfaction of Space Florida that the firm has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy Space Florida, and Space Florida shall be the sole judge of compliance.

3. Space Florida reserves the right to conduct discussions with any firm who has a realistic possibility of Contract award.
4. Firms are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.
5. Following the interviews, the firms will be evaluated, based on their submission, references, and presentation. A final ranking of firms will be determined based on their interview or presentation.
6. Once the selection committee has ratified the final rankings, Space Florida may engage the first ranked firm in negotiations for purposes of executing a contract. In doing so, Space Florida shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied.
7. Should Space Florida be unable to negotiate a satisfactory contract with the first ranked firm, at a price Space Florida determines to be fair, competitive and reasonable, Space Florida shall formally terminate negotiations, and negotiate with the second ranked firm, and so on, until an agreement is reached with a firm, or at any time may terminate negotiations and undertake a new solicitation.

#### **GUIDELINES – INTERVIEWS/ORAL PRESENTATIONS**

The selection committee will require Interviews/Oral Presentations of the short-listed firms who will be notified of the schedule for the presentation, questions and answers, and any special requirements. Interviews are expected to be conducted through video conferencing. Interviews/Oral Presentations will be scored on the points listed below and will not be combined with the previous score, and the previous score will not carry forward. The selection committee will select the firm that scores the highest for the Interviews/Oral Presentations as the first ranked firm with which to begin negotiations.

Interview/Oral Presentation agendas will be entirely at the discretion of the prospective firm but shall include a description of the firm's and team member's qualification and the management and technical approaches for successful project completion.

**Firm Qualifications (10 points)** – Describe relevant experience and past performance in at least three (3) similar projects with which the firm has worked directly or that the prospective firm has worked on through a sub-contract in the last five years.

**Team Experience and Qualifications of Personnel (15 points)** -- Describe specific project related experience and capability of in-house staff and sub-consultants. List specific key team members and describe their ability, experience and proposed role on this project. Proposed key team members should participate in the oral presentation and/or interview.

**Approach - Project Management (25 points)** – Describe management approach for performing the required services with emphasis towards communications, experience, knowledge, and; budget, schedule and documentation control.

- Management strategies and tools for effective coordination with team members and the client; communication of project status, budget and schedule, distribution of information, and accountability. (10 points)
- Successful coordination with multiple stakeholders and public involvement. (10 points)
- Knowledge of applicable grant funding procedures and requirements. (5 points)

**Approach – Technical (50 points)** – Describe technical approach for performing the required services with emphasis towards technical considerations, cost savings measures, experience, and knowledge.

- **Scope Section I - Field Investigations Phase (15 points)**
  - Opportunities for cost and/or schedule savings for data collection, field surveys, geotechnical investigations, and use of existing surveys, previous designs, and expired permits (5 points)
  - Environmental survey and studies (5 points)
  - Knowledge of project area (5 points)
  
- **Scope Section II - Permitting Phase (20 points)**
  - Wetland assessment and mitigation (5 points)
  - Stormwater management / drainage (5 points)
  - Agency coordination approach with SJRWMD, USACE, USFWS, SHPO, etc. (10 points)
  
- **Scope Sections III and IV - Preliminary and Final Design Phases (15 points)**
  - Roadway design (5 points)
  - Upgrading existing roadway (2 lanes) for compliance with current requirements (5 points)
  - Cost estimating (5 points)

**GENERAL TERMS AND CONDITIONS**

1. All information submitted by a firm will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All qualifications packages and accompanying documentation will become the property of Space Florida and will not be returned.
2. Space Florida has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of Space Florida to do so.
3. Space Florida reserves the right to make award to the response deemed to be most advantageous to Space Florida.
4. Space Florida reserves the right to award the contract to the next most qualified firm if the successful firm does not promptly begin the contracted services or if an acceptable fee cannot be negotiated.
5. The successful firm shall not discriminate against any person in accordance with federal, state, or local laws.
6. Space Florida reserves the right not to award a contract. Space Florida reserves the right to divide the scope into multiple projects and procure each individual project separately.
7. All material submitted becomes the property of Space Florida and may be returned only at Space Florida's option. Space Florida has the right to use any or all ideas presented in any reply to this Request for Qualifications. Firms will be notified in writing as to whether or not they have been selected for this contract.

8. ***A firm is solely responsible for any cost or expense incurred in responding to this RFQ.***
9. By submitting a qualifications package for this solicitation, the firm agrees to these General Terms and Conditions.

**NON-COLLUSION CLAUSE**

The firm certifies that this qualifications package is being submitted independently and free from collusion. The individual on behalf of the firm shall disclose below, to the best of his or her knowledge, any Space Florida officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1), Florida Statutes, who is an officer or director, of, or has a material interest in the firm’s business and who is in a position to influence this procurement. Any Space Florida officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest in he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this proposer.

Failure of a firm to disclose any relationship described herein shall be reason for disqualification and/or termination in accordance with the provisions of Space Florida.

NAME	RELATIONSHIPS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the firm does not indicate any relationship by leaving the above section blank, it shall be deemed to be an affirmation by the Proposer that no such relationship exists.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**STATEMENT PURSUANT TO SECTION 287.133(3)(a) of the FLORIDA STATUTES  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE FIRM.

1. This statement is submitted to Space Florida,  
by \_\_\_\_\_  
(print individual’s name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_.

2. I understand that a “public entity crime” as defined in Section 287.133(1)(g) of the Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or conviction” as defined in Section 287.133(1)(b) of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Section 287.133(1)(a) of the Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Section 287.133(1)(e) of the Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 OF THE FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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(Signature)

Florida Statutes:  
287.135

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature Print Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**FORM OF THE AIA CONTRACT**

**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.

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### 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](mailto: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](mailto:accounting@spaceflorida.gov) with a courtesy copy to the Project Manager, Stephen Szabo, at [sszabo@spaceflorida.gov](mailto:sszabo@spaceflorida.gov) Owner's contact for its accounting department is Beth Courtney [bcourtney@spaceflorida.gov](mailto:bcourtney@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.

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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 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),

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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 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](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.

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19. Indemnification. Engineer agrees to defend, indemnify and hold harmless Owner, NASA, FDOT, and their parent, subsidiaries and affiliated companies, and their officers, directors, employees and agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature to the extent arising out of or on account of, or resulting from claims related to, any act, error, or omission related to or associated with performance of obligations pursuant to this Agreement by Engineer or its subconsultants, subconsultants, affiliates, officers, directors, employees, representatives or agents, or any others for whom Engineer is responsible, or any failure of Engineer to perform its Services and any Additional Services, in accordance with this Agreement and without such reference constituting a limitation on the Services required under this Agreement, all applicable standards of performance of such Services recognized in Engineer's business or profession. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

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

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advance coordination with Owner.

26. In addition to the indemnity obligations of the other Sections of this Agreement, Engineer shall indemnify, defend, save and hold harmless the NASA-KSC, State of Florida, Department of Transportation (FDOT), Owner, and their Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by Engineer or any person or organization directly, or indirectly, employed by Engineer to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Engineer or any person or organization directly, or indirectly, employed by Engineer to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Engineer to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including Owner employees and agents and those of Engineer), or damage to property to the extent attributable to the negligence or misconduct of Engineer or any person or organization directly, or indirectly, employed by Engineer to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of Engineer and persons employed or utilized by Engineer in the performance of this Agreement.

In claims against any person or entity indemnified under this Section by an employee of the Engineer, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Engineer or subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

At Owner's election and upon notification to Engineer, Engineer shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Owner; provided, however that Engineer shall not settle any such claim in an amount over \$10,000.00 without Owner's prior written consent. Notwithstanding the foregoing, (a) Owner shall have the right at Owner's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Engineer does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Owner shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Engineer, and (ii) Engineer shall be bound by any defense or settlement that Owner may make as to such claim. Owner shall also be entitled to join Engineer in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

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.

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.

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- 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.
  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](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

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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. In addition to and not in lieu of the other indemnification requirements in this Agreement, Engineer shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation (FDOT) and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Engineer, its officers, agents or employees.

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.

## 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:

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(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)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ENGINEER** (Signature)

\_\_\_\_\_  
(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.sjrwm.com/epermitting/jsp/Search.do?jsessionid=C5AqET2aFJ8PWRuNX1cjYmbiBI6cHATo2xN8bvXIRxiBWclPdbhg!215881752>

67717-1 Phase I (SW Leg)

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

67717-2: Phase II (NW Leg)

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

67717-3: Extension to 2009

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

67717-4: Blue Origin Driveways

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

67717-5: FPL Substation Driveway

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

16825-3: Visitor Complex Driveway

<https://permitting.sjrwm.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](mailto: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](mailto: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](mailto: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.

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**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

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

20<sup>th</sup> 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](mailto: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](mailto: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](mailto: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

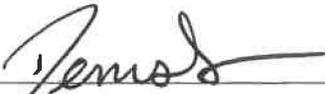
**SPACE FLORIDA**

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

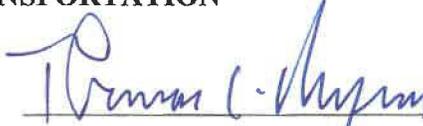
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

**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, 45<sup>th</sup> 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

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(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.

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**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.*

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**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 45<sup>th</sup> 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.*

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### **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, 45<sup>th</sup> 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

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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.*

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**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.', written over a horizontal line.

William Dymond, Jr., Chair

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**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.

  
\_\_\_\_\_  
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  
DESCRIPTION OF PROJECT AND SCOPE OF WORK**

**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, 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 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.

#### *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 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. 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 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 contract deadline is 18 months from the Notice to Proceed to the completion of Bid-phase services. Schedule status updates shall be submitted with the monthly progress report. The schedule shall be submitted in an SF acceptable format.

**Attachment A**

***Previous St. Johns River Water Management District Permits***

66717: Space Commerce Way

<https://permitting.sjrwmd.com/epermitting/jsp/Search.do?jsessionid=C5AqET2aFJ8PWRuNXIcjYmbiBI6cHATo2xN8bvXIRxiBWclPdbhg!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>

***Attachment B***

***Space Commerce Way Four-Laning Evaluation  
Technical Memorandum  
April 2019***

***NASA Record of Environmental Consideration  
March 2019***

**ATTACHMENT C**

Federal GSA Standard Form 330, Rev 12/2020 (OMB No.: 9000-0157)

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>a.</b>	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>b.</b>	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>c.</b>	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>d.</b>	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>e.</b>	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

