

Meeting Date
April 5, 2016



AGENDA	
Section	Consent
Item No.	II.A.4

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Work Order approval for Primary Runway 14-32 Rehabilitation, Design Phase Services
DEPT/OFFICE:	VALKARIA AIRPORT

Requested Action:
 It is requested that the Board of County Commissioners approve and authorize a Work Order for the Design Phase Services related to Asphalt Rehabilitation and Edge Lighting of Primary Runway 14-32 at Valkaria Airport. Additionally approve and authorize the chairman to execute the pending FAA Grant Offer and pending FDOT Joint Participation Agreement for funds related to this project/work.

Summary Explanation & Background:
 Brevard County completed a comprehensive airport master plan and airport layout plan for the Valkaria Airport in 2007. This plan was updated in 2015 addressing various airport needs; runway, taxiway, lighting, hangars and other airport maintenance and improvement projects needed to meet FAA design criteria. Rehabilitation of Primary Runway 14-32 is listed in the near term CIP and recommended in the FDOT Statewide Airfield Pavement Management Program. Current Pavement Condition Index (PCI) for RWY 14-32 is 63.

Approved Airport Engineering Design Consultant, AVCON, INC.

Total Project Cost: \$248,410.00
 Funding Sources: FAA 90% - \$223,569 FDOT 8% - \$19,873 and VA 2% - \$4,968
 Fiscal Impact: No County impact. Airport Revenues pay all match monies.

Contact: Steve Borowski (steve.borowski@brevardcounty.us)
 Phone: 321-952-4590

Clerk to the Board instruction:

Exhibits Attached:
 Work Order and Project Sketch

Contract /Agreement (If attached): Reviewed by County Attorney		Yes X	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Deputy County Manager	Department Director / Extension			
Stockton Whitten	N/A	Steve Borowski, Airport Manager			
	Assistant County Manager	PH. 952-4590			
	N/A				



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

April 6, 2016

M E M O R A N D U M

TO: Steve Borowski, Valkaria Airport Manager

RE: Item II.A.4., Work Order Number 2 with Avcon, Inc. for Primary Runway 14-32 Rehabilitation, Design Phase Services

The Board of County Commissioners, in regular session on April 5, 2016, executed Work Order Number 2 with Avcon, Inc. for Design Phase Services related to Asphalt Rehabilitation and Edge Lighting of Primary Runway 14-32 at the Valkaria Airport; and authorized the Chairman to execute the pending Federal Aviation Administration (FAA) Grant Offer and pending Florida Department of Transportation (FDOT) Joint Participation Agreement for funds related to this project/work. Enclosed is the executed Work Order Number 2.

Upon execution by Avcon, Inc., please return a fully-executed Work Order Number 2 to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Finance
Budget

**WORK ORDER NUMBER 2
TO CONTINUING ARCHITECTURAL/
ENGINEERING DESIGN CONSULTANT SERVICES**

THIS WORK ORDER is made as of the 5th Day of APRIL in the year 2016, between **BREVARD COUNTY, FLORIDA**, (hereinafter referred to as the "COUNTY") and **AVCON, INC.** (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH

WHEREAS, on May 1st, 2014, the COUNTY and PROFESSIONAL entered into an Agreement for CONTINUING ARCHITECTURAL/ ENGINEERING DESIGN CONSULTANT SERVICES (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, subject to the express contingency set forth below, the COUNTY and the PROFESSIONAL desire to enter into a Written Work Order Number 2 for a lump sum fee of **\$248,410.00**. The fees broken out between two projects as follows:

Runway 14-32 Rehabilitation Design Phase Services	\$164,139.00
Runway 14-32 Lighting Design Phase Services	\$84,271.00
Total	\$248,410.00

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Work Order, the COUNTY and the PROFESSIONAL do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. In consideration of the services provided by PROFESSIONAL under this Work Order, COUNTY shall apply for an FAA AIP Grant and a FDOT JPA GRANT from the FAA and FDOT, respectively, in the combined amount of \$250,000, hereafter referred to collectively as "the Grant." Contingent upon the COUNTY receiving said Grant, a portion of Grant funds shall be used to pay for the services provided by PROFESSIONAL pursuant to this Work Order Number 2, and payment shall be in accordance with the payment provisions of the Master Agreement. No invoice from PROFESSIONAL requesting payment for the services provided pursuant to this Work Order Number 2 shall be submitted to COUNTY prior to August 31, 2016 and the payment of such invoices shall be expressly contingent on the County's receipt of sufficient funding from the Grant to pay the PROFESSIONAL.
3. The Parties agree to the scope of work and budget pursuant to the terms and conditions set forth herein and as set forth in **the attachments listed below.**
4. **The COUNTY'S obligation to pay any fee to PROFESSIONAL is expressly contingent upon the COUNTY'S receipt of funds from the Grant in an amount sufficient to pay PROFESSIONAL's invoiced fee for the services**

performed under this agreement. In the event that the Grant is not awarded to the County at all, PROFESSIONAL agrees that all work done pursuant to this Work Order will have been done pro bono for the benefit of the COUNTY and all plans or other documents prepared or developed by PROFESSIONAL pursuant to this Work Order shall be the property of the County and delivered to the COUNTY by PROFESSIONAL. In the event the Grant funds awarded to COUNTY are insufficient to fully reimburse PROFESSIONAL, PROFESSIONAL agrees the amount of funds approved for PROFESSIONAL's services under the Grant shall be accepted as full payment for services and deliverables completed or provided by PROFESSIONAL under the terms of this agreement.

5. Additional services may be added to this Work Order during the course of work based upon agreed Lump Sum fees. These respective Lump Sum amounts shall be determined jointly by COUNTY and PROFESSIONAL. No work shall be undertaken in accordance with any additional service tasks without the written authorization of COUNTY.
6. All job related reprographic costs and supplies, document printing, express mail services, travel, and printing and plotting costs associated with preparation of documents and final construction documents are included in the schedules of work for the associated service tasks in the project Lump Sum fee.
7. Design work shall commence upon written notice to proceed. Construction duration is to be determined during the design phase.
8. The parties hereby acknowledge that they have fully reviewed this Work Order and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Work Order shall not be construed against any party as if they were the drafter of this Work Order.
9. To the extent that any provisions of the Master Agreement between COUNTY and PROFESSIONAL dated May 1st, 2014, conflict with this Work Order, the provisions of this Work Order control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Work Order on the date stated in the preamble to the Work Order.

AVCON, INC.

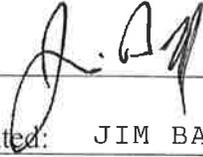
By: _____

Printed: _____

Title: _____

Date: _____

BREVARD COUNTY, FLORIDA

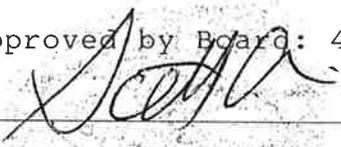
By:  _____

Printed: JIM BARFIELD, CHAIRMAN

Title: CHAIRMAN

Date: APRIL 5, 2016

As approved by Board: 4/5/16

Attest:  _____

Printed: SCOTT ELLIS

Title: CLERK

Date: APRIL 5, 2016

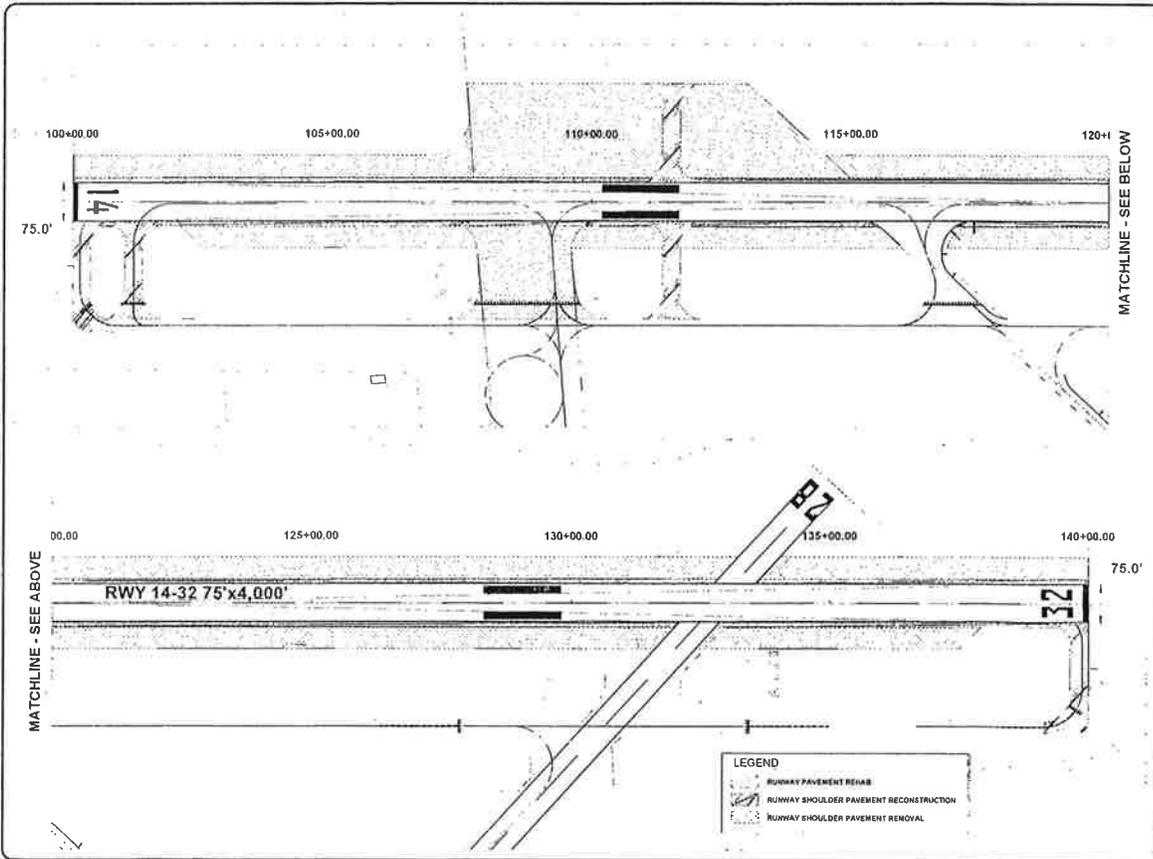
Attachments

**Runway 14-32 Rehabilitation
Design Phase Services**

- Attachment A – Project Sketch
- Attachment B – Scope of Services
- Attachment C – Hour and Fee Estimate
- Attachment E – Survey and Geotechnical Scope Exhibit

**Runway 14-32 Edge Lighting
Design Phase Services**

- Attachment A – Project Sketch
- Attachment B – Scope of Services
- Attachment C – Hour and Fee Estimate



AMCON
 CONSULTANTS
 44710 E. 12th St.
 Independence, MO 64630
 Phone: 816.224.1100
 Fax: 816.224.1101
 www.amconinc.com

ENGINEER NAME: P. E.
 STATE LICENSE No. 22222

VALKARIA AIRPORT



**RUNWAY 14-32
 REHABILITATION**

PROJECT SKETCH

DATE: 01/15/2018
 DRAWN BY: R.K.H.
 CHECKED BY: S.S.
 APPROVED BY: S.S.

SCALE: AS NOTED

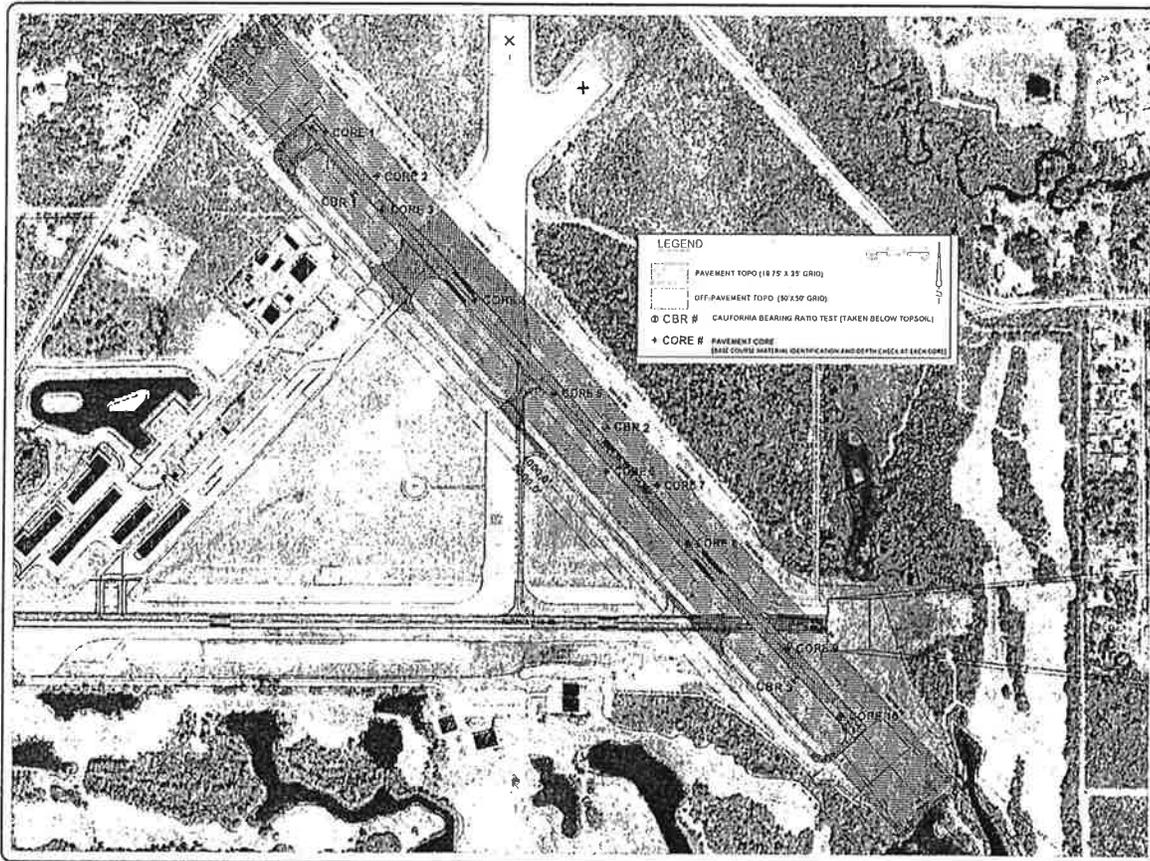
NO.	DATE	BY	DESCRIPTION

CONCEPTUAL DESIGN

DESIGNED BY: R.K.H.
 DRAWN BY: R.K.H.
 CHECKED BY: S.S.
 APPROVED BY: S.S.
 DATE: 01/15/2018

AVCON PROJECT NO: 2016.11501

SHEET NUMBER
ATTACHMENT A



AVCON
 CONSULTANTS, INC.
 10000 W. CENTRAL EXPRESSWAY, SUITE 100
 DALLAS, TEXAS 75243-1000
 TEL: 972.381.1000 FAX: 972.381.1001
 WWW.AVCONCONSULTANTS.COM

ENGINEER NAME P. S.
 STATE LICENSE NO. 35443

VALKARIA AIRPORT

RUNWAY 14-32
 REHABILITATION

SURVEY AND
 GEOTECHNICAL SCOPE
 EXHIBIT

SCALE: AS NOTED
 REVISIONS
 NO. DATE BY DESCRIPTION

CONCEPTUAL DESIGN
 DESIGNED BY: R.M.H.
 DRAWN BY: R.M.H.
 CHECKED BY: S.S.
 APPROVED BY: S.S.
 DATE: January 2018

AVCON PROJECT NO. 2018 11531

SHEET NUMBER
 ATTACHMENT E



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

JIM BOXOLD
SECRETARY

May 25, 2016

Mr. Steven Borowski
Airport Director
Valkaria Airport
2865 Greenbrooke Street
Valkaria, Florida 32950

952-4590

Re: Joint Participation Agreement to Rehabilitate Runway 14-32 and
Installation of Electrical Vault at Valkaria Airport
FM# 429829-1-94-01; Contract Number AS211

Dear Mr. Borowski,

Enclosed please find the executed Joint Participation Agreement for the above referenced project dated May 24, 2016, between the Brevard County Board of County Commissioners and the Florida Department of Transportation.

If you have any questions or concerns, please feel free to contact me at any time at 386/943-5520.

Sincerely,

Holly Lopenski
Program Coordinator
Local Government Agreements

HL

Enclosure

cc: Mr. Jim Wikstrom
Financial Services
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 OGC - 07/15
 Page 1 of 13

Financial Project Number(s): (Item-segment-phase-sequence) 429829-1-94-01	Fund: DPTO/DS Function: 637 Federal Number: N/A DUNS Number: 80-939-7102 Agency DUNS Number: 00-828-2936	FLAIR Category.: 088719 Object Code: 740100 A1 Org. Code: 55052000531 Vendor No.: F596 000 523 000 198 CSFA Number: N/A CSFA Title: N/A
Contract Number: <u>AS 211</u>		
CFDA Number: N/A		
CFDA Title: N/A		

THIS AGREEMENT, made and entered into this 24th day of May, 2016,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
 hereinafter referred to as the Department, and Brevard County Board of County Commissioners
P.O. Box 1496, Titusville, Florida 32781
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
 on or before June 1, 2018 and this Agreement will expire unless a time extension is provided
 in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
 and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
 the implementation of an integrated and balanced transportation system and is authorized under
 Section 332.006 (6)

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is
 Rehabilitate Runway 14-32 and Installation of Electrical Vault as More Particularly Described in the Exhibit "A" Scope of
 Services at Valkaria Airport

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part
 hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
 terms and conditions upon which such 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:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency 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, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 248,410.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 19,873.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. 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 the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant 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 the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

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

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit N/A to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

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

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, 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:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. 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.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five Public Transportation Office 133 S. Semoran Boulevard, Orlando, FL, 32807 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 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:

7.21 Misrepresentation: The Agency shall have made 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;

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

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, 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 any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency 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, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. 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 the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or 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.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency 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. The Agency 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 improvement, or similar work, the Agency 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.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 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.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision 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, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., 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 funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 1, 2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Five Office. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 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.

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

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. 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 after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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 Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

Brevard County Board of County Commissioners

AGENCY NAME

MR. JIM BARFIELD

SIGNATORY (PRINTED OR TYPED)

JM
SIGNATURE

BREVARD COUNTY BOCC, CHAIR

TITLE

FDOT

[Signature]
DEPARTMENT OF TRANSPORTATION

Frank J. O'Dea, P.E.

TITLE Director of Transportation Development

[Signature]
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners
P.O. Box 1496, Titusville, Florida 32781-1496
referenced by the above Financial Project Number.

PROJECT LOCATION: Valkaria Airport
2865 Greenbrooke Street
Valkaria, Florida 32950

PROJECT DESCRIPTION: Rehabilitate Runway 14-32 and Installation of Electrical Vault Per Attached Scope of Services

SPECIAL CONSIDERATIONS BY AGENCY:

- 1) The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- 1) Joint Participation Agreement Paragraph 20.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".

- 2) Method of Compensation:

For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$19,873.00 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**ATTACHMENT B
SCOPE OF SERVICES**

**PROPOSAL FOR PROFESSIONAL AVIATION ENGINEERING SERVICES
FOR
RUNWAY 14-32 REHABILITATION
DESIGN PHASE SERVICES
VALKARIA AIRPORT**

A. PROJECT DESCRIPTION

The PROJECT can be generally described as the investigation/study, design, and permitting services for the **Runway 14-32 Rehabilitation** at Valkaria Airport. Runway 14-32 is the primary runway servicing the airport. The objectives of the PROJECT are to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at Valkaria Airport.

Runway 14-32 is 75 feet wide and 4,000 feet long. The paved shoulders are approximately 55 feet wide. There are five (5) connecting taxiways and one crossing Runway, (Runway 10-28). The PROJECT includes the rehabilitation of the pavement for the length of the runway, including the connector taxiways to the limits of the Runway Object Free Area or to the limits required for grading. The project also includes the removal of the 55 foot shoulders and the rehabilitation of the 10 foot portion of the shoulder adjacent to the runway.

The geometry of the runway and the taxiway connectors are non-standard and in accordance with the FAA AC 150/5300-13A, Airport Design. The runway and the intersecting taxiways will be redesigned in accordance with the latest Advisory Circular.

A preliminary conceptual construction cost estimate was generated based on the assumptions made in this proposal. The estimate for the runway pavement rehabilitation is approximately \$1.9 million.

B. OVERVIEW OF PROFESSIONAL SERVICES

In general, professional services to be performed by AVCON, herein after referred to as CONSULTANT, under this assignment include:

- Preliminary Design/Data Collection
- Coordination of Specialty Subconsultants:
 - Design Surveys and Topographic Mapping
 - Design Geotechnical Investigation
- Development of Project Access, Staging and Storage
- Development of Construction Safety and Phasing Plan (CSPP)
- Design and Development of Construction Plans
- Preparation of Construction Specifications

- Opinion of Probable Construction Cost and Engineer's Report
- Assist the Airport with Coordination with the FAA and FDOT

C. GENERAL PROJECT UNDERSTANDING AND DESIGN ELEMENTS

C.1. Pavement Design

The Runway section will be evaluated after the survey and geotechnical subsurface information is received, and a preliminary visual inspection is conducted by the CONSULTANT team. It is initially believed that the pavement can be milled and resurfaced. The pavement design strength will be evaluated in accordance with the FAA AC 150/5320-6, *Airport Pavement Design and Evaluation* latest edition at the time of contract execution for this PROJECT. The Investigation Study shall include, but not be limited to:

- Records Research, Airport Library of Boring and Cores
- Visual Condition Survey
- Review of Existing Nondestructive Testing (NDT) Data
- Pavement Cores & Borings [Water table]
- Laboratory Testing
- Traffic Analysis
- Pavement Analysis
- Pavement Drainage Analysis – water in the subgrade, infiltration in pavement cracks, etc.

Prior to designing the pavement, the existing soils, subgrade and base will be examined thoroughly. The CONSULTANT will analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of existing subgrade materials for use as a foundation for the new pavement structure. Evaluate the existing topographical features.

The following could serve as one possible rehabilitation strategy for the full-strength pavement:

- Mill top two-inches (2") of the existing hot mix asphalt (HMA) layer to remove oxidized material and expose any further degradation, and open the surface for review of other observed failure modes in process. It is desirable to retain as much of the remaining asphalt surface and the lower layers to facilitate mass below the milling depth as possible to protect the base, and to provide added structural strength to the final pavement section.
- Make all necessary pavement repairs. Clean and seal cracks greater than 3/8-inch in width. Construct new pavement widening or other features deemed part of the PROJECT limits. Verify that the final prepared surface is complete, stabilized, and ready for final construction of the overlay components of the finished PROJECT.

- Construct a minimum of two-inches (2") of HMA [P401 specifications] overlay. The design overlay thickness will be established by the final pavement study incorporating all of the above input criteria along with the full-length profile of the runway pavement. Multiple layers can be placed and compacted using these specifications and contemporary vibratory compaction equipment.
- Use of Superpave Specification: In order to provide more conformity with the new technology upgrades in the asphalt paving industry, the new "Superpave" specification in conjunction with the P-401 material shall be employed. The data on superior performance of this specification is mounting and it is expected be much more effective in controlling pavement deformations.

C.2. Shoulder Pavements

The existing shoulders have not been maintained and are unsuitable for aircraft in their current condition. It is important that the equivalent section necessary to provide for the required aircraft loading capacity be provided. FAA criteria for shoulders now require capacity to support incidental passage of aircraft. The existing shoulder pavements will need to be addressed in this PROJECT to meet these new criteria.

As stated above, the existing paved shoulders on Runway 14-32 are approximately 55 feet wide. According to the latest design Advisory Circular, runway shoulders are listed as 10 feet for Group B-II aircraft. This scope includes the final design for the rehabilitation of the inner 10 foot portion of the paved shoulders and the removal (and/ or demolition) of the remaining pavement.

C.3. Geometry

The geometry of all pavement fillets associated with the Runway and connector taxiways shall be examined for cockpit-over-centerline steering and fillet widening in deficient areas shall be part of the design. The use of the 13A criteria and the updated Airport fleet mix and airfield utilization, shall be made in finalizing geometry considerations.

C.4. Taxiways A3 and F2

This project includes major modifications to Taxiways A3 and F2 to meet the criteria in the FAA Advisory Circular 150/5300-13A, Airport Design. Taxiways A3 and F2 require complete removal and realignment. They will be constructed at the future required 35 foot width.

C.5. Taxiways A1, A2, A4 and B

Taxiway connectors A1, A2, A4 and the connection at B are currently non-standard. Since this project involves the closure (or partial closure) of the runway, these connectors will be addressed in this project. The connectors will be widened to the future 35 foot width from the runway connection to the Runway Object Free Area and restriped to meet the current standards.

C.6. Drainage and Drainage Structures

It does not appear that drainage is a problem on this project site. No drainage pipes appear to cross the runway. Any new pavement will require drainage design and drainage structures. The CONSULTANT shall:

- Due Diligence – develop floodplain maps and soil maps. Pull previous drainage studies and previous permits
- Assessment – Develop pre-development basin maps and identify problematic areas.
- Analysis – Identify existing drainage facilities.
- Stormwater Design – Various treatment and storage options will be identified and assessed for the most desirable method(s) to address drainage, flood plain and stormwater management. Develop post-development maps.
- Permitting – Submit an ERP through SJRWMD and coordinate with the airport staff.

The final design of the PROJECT will include evaluation of the drainage systems and the impacts on water tables and capillary action of the limerock and subbase courses, in conjunction with seasonal changes to the water table. The low PCI indicated on the 2015 FDOT Statewide Pavement Management Program Report for Valkaria Airport does not appear to be a result of excessive water in the base course. Nevertheless, one of the potential treatments along the Runway will be to evaluate either underdrains or alternate base materials for new construction (or both). This will drastically impact the schedule and cost of the project and will likely not be practical or required.

C.7. Environmental

Historically there are wetlands and listed species on the airfield. While the majority of the project is pavement rehabilitation, there will be construction activities off the pavement for elements such as relocated taxiway connectors, new pavement tapers, new construction access roads and construction staging areas that will impact previously undisturbed areas. This PROJECT will include identifying these areas and preparing the right documentation. All efforts will be made during the design to avoid environmentally sensitive areas. Pavement, access roads and staging areas will not be located in or near environmentally sensitive areas and therefore, wetland permitting and wetland mitigation is not included in this scope. Environmentally sensitive limits will be provided by the airport based on recent projects, including the latest storm water master plan and ALP update.

C.8. Permitting

The final design of the pavements on this PROJECT include an overall reduction of the pavement surface area, i.e., removal of pavement.

It will be a PROJECT requirement that the existing drainage permitting be reassessed to determine whether or not the pavement surface can be accommodated within the existing stormwater system and still comply with state or federal water quality standards. This scope includes the design and permitting of the required stormwater treatment and attenuation facilities to account for the rehabilitated pavement surfaces

Coordination with Airport Master Permits will be provided with this PROJECT.

C.9. Marking

Marking of the new paved runway and taxiway surfaces will be in accordance with FAA AC 150/5340-1 *Standards for Airport Markings* latest edition at the time of contract execution for this PROJECT. All pavement markings will be re-established along the centerline, edge and shoulders of the new pavement in accordance with 5340-1. The edge striping will be re-established to correspond with the final approved edge fillets and to delineate the full strength/shoulder separation. The centerlines will also be re-marked to meet the new and final geometry of the pavement. The paint specifications shall be enhanced to provide resistance to rust and algae (with use of a FAA MOS) and reduce occurrence of paint discoloration.

C.11. Construction Phasing

Among the most important features of the overall PROJECT development will be the establishment of the proper phasing plan to accomplish all of the design and construction objectives, while at the same time keeping the pavements open to aircraft movement to the maximum extent possible throughout the construction.

It is anticipated this project will be constructed in three phases. One phase, at the intersection of the two runways, will require complete airport closure. Temporary displaced thresholds will not be designed in this project.

Smaller sub-phases within the phases will accommodate pavement tie-ins and electrical installations at night where regular access to the airfield must be restored each day. The lighting work can readily be accomplished during the nighttime hours, and the painting and turfing are generally quite minor, and can be addressed in shorter interval closures.

The project phasing plans will include the location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

The final phase of the project will include restriping the entire runway. The runway restriping will include its own sub-phases for construction sequencing.

C.12. Project Phasing

Based on the preliminary approach to Construction Phasing, one bid package is proposed for the Runway Rehabilitation. Bidding phase services are not included in this scope. The final deliverable of this project is one set of construction documents.

C.13. Deviations from Standards

Identify deviations to FAA/FDOT design standards and/or FDOT standard specifications, and prepare a memorandum to the Airport explaining advantages and alternates. At the CONSULTANT'S recommendation and if approved by the Airport, where applicable, the CONSULTANT will prepare modifications to standards. AVCON will coordinate approval of deviations with FAA/FDOT, as necessary. This will most likely include but not be limited to superpave, and rust and algae inhibitors in the paint.

D. BASIC SERVICES

In accordance with FAA AC 150/5100-14E, work under this Task Order is divided into Basic Services and Special Services. Basic Engineering Services are identified for the following phases as follows:

- Phase 1 Evaluation and Programming
- Phase 2 Preliminary Design/ Data Collection Phase
- Phase 3 Schematic Design (30%)
- Phase 4 Design Development (60%)
- Phase 5 Construction Documents (90%)
- Phase 6 Construction Documents (100%)

D.1. Phase 1 Evaluation and Programming

D.1.A. Evaluation

The initial stage of this project will include the evaluation of the existing facilities and inventory of all items to be included in the project. This stage includes meetings with the owner to ensure the project budget, scope and schedules are defined. Also in this stage of the project AVCON will prepare options for materials, equipment and construction alternatives. Upon completion of the evaluation stage, AVCON will present a project overview plan and cost estimates for all the major work items.

D.1.B. Programming

At this stage, AVCON will prepare a complete and encompassing program of recommendations to be included in this project and an outline of recommendations for future projects. This program will include recommendations for short and long term solutions for key aspects of the project, including pavement, drainage, signing, lighting, and markings. This deliverable will include cost estimates and narratives for use in future Capital Improvement Projects.

Phase 1 Deliverables

Phase 1 deliverables include a project overview plan sheet, list of program recommendations, cost estimate and meeting minutes.

D.2. Phase 2 Preliminary Design/Data Collection

D.2.A. Project Initiation/Coordination

Coordinate and attend a PROJECT initiation/kick-off meeting with Airport staff and others as deemed appropriate. The meeting shall review the PROJECT scope and schedule and establish the preliminary design goals and methods. The meeting agenda shall be developed and distributed 48 hours in advance. The minutes from the meeting shall be prepared and distributed to each attendee within 48 hours following the meeting.

Review record drawings, interview Airport staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT. The data from record drawings of previous related projects shall be collected, reviewed, compiled and summarized.

Review related documents such as the airport master plan, airport layout plan, pavement management study, wildlife hazard plan, stormwater master plan, aerial data, geotechnical reports etc. A summary of geotechnical information shall be developed prior to finalizing the testing program.

D.2.B. Subconsultant Coordination

The CONSULTANT will contract with subconsultants for various Special Services not performed in house. The subconsultant scopes are described in other sections of this scope (see Item F). This task includes development of subconsultant contracts, exhibits for project limits, coordination of schedules and general subconsultant coordination. In addition to the services performed by the subconsultants, the following services are to be performed by the prime CONSULTANT:

D.2.B.1. Project Survey

Review available survey data and develop a written land survey scope of services. The survey shall include all area with the PROJECT limits and shall tie to recently conducted adjacent PROJECT surveys performed by others. Specifically the PROJECT surveys performed for adjacent projects shall be examined and both horizontal and vertical controls established to provide a uniform datum across projects. Any discrepancy shall be rectified or brought to the attention of the Owner. The Consultant shall coordinate and review with the survey subconsultant the topography, profile and cross-sectional survey of existing pavement and in-field areas, lighting fixtures, signs, drainage pipes, structures, markings etc. The survey data shall be provided to the Airport Manager for his review. Upon receipt of the survey the CONSULTANT shall perform an extensive field review of the project to ensure the survey requirements have been met.

D.2.B.2. Geotechnical Investigations

Review available geotechnical data and develop a written geotechnical scope of services. The scope shall include identification and layout of test locations and the required laboratory testing. All field work shall be cleared by Airport and FAA prior to actual borings being conducted. A written geotechnical report shall be provided to the Airport Manager for his review.

The CONSULTANT'S Project Engineer shall be present for the entire geotechnical field work. It is assumed this work will be conducted over the course of one day. The Project Engineer shall coordinate the locations of the cores. The engineer will review and photograph the core samples as they are retrieved from the rig. The engineer will check the quality and the accuracy to which the geotechnical field technicians conduct the field tests. The engineer will examine the surrounding soils to ensure CBR samples are taken from sites where the soil is indicative of the soil underneath the pavement to be rehabilitated.

D.2.C. General Coordination

Establish procedures and develop a project directory for all key PROJECT team members. Develop reporting format among team members and with the Owner. Prepare detailed PROJECT schedule and milestone dates.

D.2.D. Preliminary Field Investigation

Organize and conduct a Predesign team walk-thru of the field conditions to include pavements, drainage facilities, electrical facilities, marking and signage to verify existing conditions.

D.2.E. Pavement Analysis and Design Parameters

The CONSULTANT shall conduct a pavement investigation and develop a rehabilitation strategy for the pavement sections at the Airport, which serve as the basis for the items enumerated below. The CONSULTANT shall:

- Review the Airport Layout Plan for this PROJECT and summarize the pavement design parameters. Coordinate the results with the Airport.
- Review technical historical documentation related to construction, geotechnical data, pavement condition surveys, maintenance history, etc.
- Review documents for critical investigation parameters, including aircraft fleet and traffic and subgrade and pavement layer characteristics, and documentation necessary for subsequent analysis to identify cause of distress types, severity, and density that are necessary to formulate scope and timeframe for a recommended rehabilitation strategy.
- Perform detailed on-site inspection and obtain photograph documentation of the current pavement condition and documentation necessary for subsequent analysis to support the cause of distress types, severity, and density that are required to formulate scope and timeframe for a recommended rehabilitation strategy.
- Develop minimum requirements for a geotechnical plan to supplement historical documentation necessary to characterize the most recent overlay pavement layer.
- Photograph and analyze pavement cores to determine potential delaminating, condition of pavement layers for respective modulus values, layer thickness verifications, potential milling depths, and documentation.
- Determine current pavement condition and overall material components and structure affecting applicable rehabilitation strategies for each design section identified with Runway 14-32 and associated Connectors.

- Insure pavement design sections and rehabilitation strategy models meet criteria outlined in FAA Advisory Circular 150/5320-6E, Airport Pavement Design and Evaluation, September 30, 2009, and 150/5370-10G, Standards for Specifying Construction of Airports, July 21, 2014.
- Complete current condition and geotechnical determinations, consider innovative techniques to mitigate occurrence of distress types associated with the causes identified by this investigation and select rehabilitation strategy/strategies for each design section. Special emphasis will be placed on analysis to the application a crack relief layer.

D.2.F. FAA and FDOT Coordination

Prepare for and conduct a PRE-design conference with Airport, FAA, FDOT to visit design issues and PROJECT funding.

D.2.G. Cost Estimate

Prepare a preliminary Engineer's estimate of cost for the design at this conceptual stage.

D.2.H. Engineering Report

Prepare the Preliminary Engineering Report documenting existing conditions, proposed design criteria, geometric design, rehabilitation alternatives, pavement design parameters and phasing and construction sequencing considerations. Based on existing pavement structure and materials conditions, and consideration of the design aircraft loading, the CONSULTANT shall assess the most technically and economically appropriate rehabilitation alternative. Submit the report and meet with the Owner to discuss recommendations.

D.2.I. 15% Plans

Prepare and submit 15% design level plans as listed in Section E. Slight variations may occur to this list depending on the submittal level and the scale chosen.

D.2.J. QA/QC

Conduct an in-house quality control review of the preliminary design plans, Engineering Report, and estimate of probable cost.

D.2.K. Design Review Meeting

Prepare for and attend a meeting at the airport to review the plans and obtain the Airport's conceptual design plan comments.

D.2.L. Documentation

Provide written documentation to correspondence received at meetings, telephone calls or email. Correspondence deemed significant to the project will also be attached the next version of the Engineer's Report.

Phase 2 Deliverables

Phase 2 deliverables include Cost Estimate, Engineer's report, and 15% conceptual plans.

D.3. Phase 3 Schematic Design (30%)

D.3.A. Schedule

Establish overall design and preliminary construction schedule for PROJECT implementation to meet the requirements of construction seasons, sequence and funding.

D.3.B. Schedule of Permits

Prepare schedule of required permits and submit for review. The need for drainage, dewatering and other permits shall be evaluated and a list shall be provided to the Owner for approval.

D.3.C. Pre-application Meetings

Arrange, prepare for and attend pre-application meetings with permitting agencies. This includes the City, County, SJRWMD, and DEP if applicable.

D.3.D. Deviations from Standards Memorandum

Identify deviations to FAA/FDOT design standards and/or FDOT standard specifications, and prepare a memorandum to the Airport explaining advantages and alternates.

D.3.E. FAA and FDOT Meeting

Prepare for and conduct a working-design conference with Airport, FAA, FDOT to visit design issues and PROJECT funding.

D.3.F. Working Design Meetings

The CONSULTANT will prepare for and attend one interim design review meeting with the Airport between the conceptual submittal and the 30% submittal. This task includes the preparation of materials, exhibits, interim plan plots and meeting minutes.

D.3.G. Cost Estimate

Prepare Engineer's Estimate of Probable Cost for the Design

D.3.H. Engineering Report

Prepare the Engineer's report for the 30% design level. Document design decisions and findings in the report. Report shall be prepared in accordance with the *Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, latest edition*.

D.3.I. Project Manual Outline

Prepare a list in outline format of General and Special Provisions, Bid Forms and Technical Specifications for the PROJECT.

D.3.J. 30% Plans

Prepare and submit 30% design level plans as listed in Section E. Slight variations may occur to this list depending on the submittal level and the scale chosen.

D.3.K. QA/QC

Conduct an in-house quality control review of the preliminary design plans, specifications list, Engineering Report, and 30% estimate of probable cost.

D.3.L. 30% Review Meeting

Prepare for and attend the 30% Design Review Meeting to receive Airport's review comments on the submittal.

D.3.M. Documentation

Provide written documentation to correspondence received at meetings, telephone calls or email. Correspondence deemed significant to the project will also be attached the next version of the Engineer's Report.

Phase 3 Deliverables

Phase 3 deliverables include Cost Estimate, Engineer's report, Project Manual Outline, Deviations to standards memorandum and 30% Plans.

D.4. Phase 4 Design Development (60%)

D.4.A. ALP Change

This project will include new geometric configurations that will require the ALP to be updated. The CONSULTANT will prepare and submit the draft ALP change request to the Airport. The Airport will provide the CONSULTANT with the latest CAD files used to develop the latest version of the ALP for this task.

D.4.B. Working Design Meetings

The CONSULTANT will prepare for and attend one interim design review meeting between the 30% submittal and the 60% submittal. This task includes the preparation of materials, exhibits, interim plan plots and meeting minutes.

D.4.C. Cost Estimate

Prepare Engineer's Estimate of Probable Cost for the Design

D.4.D. Engineering Report

Prepare the Engineer's report for the 60% design level. Document design decisions and findings in the report. Report shall be prepared in accordance with the *Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, latest edition.*

D.4.E. Project Manual

Prepare the 60% design level project manual. This will include General and Special Provisions, Bid Forms, Technical Specifications. *FAA Standard Specifications - latest edition at the time of execution of this Assignment* - will be used as a basis in the preparation of the technical specifications for the PROJECT. AVCON may make modification(s) to these standards provided the changes are accepted by the Airport, FAA and FDOT.

D.4.F. 60% Plans

Prepare and submit 60% design level plans as listed in Section E. Slight variations may occur to this list depending on the submittal level and the scale chosen

D.4.G. QA/QC

Conduct an in-house quality control review of the preliminary design plans, specifications list, and 60% estimate of probable cost and Engineer's Report.

D.4.H. 60% Review Meeting

Prepare for and attend the 60% Design Review Meeting to receive Airport's review comments on the documents.

D.4.I. Documentation

Provide written documentation to correspondence received at meetings, telephone calls or email. Correspondence deemed significant to the project will also be attached the next version of the Engineer's Report.

Phase 4 Deliverables

Phase 4 deliverables include Cost Estimate, Engineer's report, Project Manual and 60% plans.

D.5. Phase 5 Construction Documents (90%)

D.5.A. Calculations

Finalize Engineering Calculations and Schedule of Submittals.

D.5.B. County Front Ends

Obtain and review all Brevard County front-end documents for continuity. Incorporate the documents into the project manual.

D.5.C. Working Design Meetings

The CONSULTANT will prepare for and attend one interim design review meeting between the 60% submittal and the 90% submittal.

D.5.D. CSPP

Prepare and Submit the FAA Construction Safety and Phasing Plan. The plan shall be developed in accordance with FAA AC 150-5370-2F, Operation Safety on Airports During Construction.

D.5.E. FAA Airspace

Prepare FAA Airspace study checklist.

D.5.F. Regulatory Agency Permits

Regulatory agency permits, including but not limited to Saint John's River Water Management District and US Army Corps of Engineer's Permits will be submitted in the 90% design phase.

D.5.G. Cost Estimate

Finalize Engineer's Estimate of Probable Cost for the construction

D.5.H. Engineering Report

Prepare the Engineer's report for the 90% design level. Document design decisions and findings in the report. Report shall be prepared in accordance with the *Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, latest edition.*

D.5.I. Project Manual

Prepare the 90% design level project manual. Finalize General and Special Provisions, Bid Forms, Technical Specifications.

FAA Standard Specifications - latest edition at the time of execution of this Assignment - will be used as a basis in the preparation of the technical specifications for the PROJECT. AVCON may make modification(s) to these standards provided the changes are accepted by the Airport, FAA and FDOT.

D.5.J. 90% Plans

Prepare and submit 90% design level plans as listed in Section E. Slight variations may occur to this list depending on the submittal level and the scale chosen.

D.5.K. QA/QC

Conduct an in-house quality control review of the design plans, Project Manual, 90% estimate of probable cost, permits and Engineer's Report.

D.5.L. 90% Review Meeting

A 90% review meeting will be conducted with the Airport. It is understood that once the Airport comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents that will become the ISSUE FOR BID set.

D.5.M. Documentation

Provide written documentation to correspondence received at meetings, telephone calls or email. Correspondence deemed significant to the project will also be attached the next version of the Engineer's Report.

Phase 5 Deliverables

Phase 5 deliverables include Cost Estimate, Engineer's report, Project Manual and 90% plans.

D.6. Phase 6 Construction Documents (100%)

D.6.A. Working Design Meetings

The CONSULTANT will prepare for and attend one interim design review meeting between the 90% submittal and the 100% submittal.

D.6.B. Engineering Report

Prepare the Engineer's report for the 100% design level. Document design decisions and findings in the report. Report shall be prepared in accordance with the *Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, latest edition.*

D.6.C. Project Manual

Prepare the 100% design level project manual for use during the bidding phase. Finalize General and Special Provisions, Bid Forms, Technical Specifications.

FAA Standard Specifications - latest edition at the time of execution of this Assignment - will be used as a basis in the preparation of the technical specifications for the PROJECT. AVCON may make modification(s) to these standards provided the changes are accepted by the Airport, FAA and FDOT.

D.6.D. 100% Plans

Complete the 100% plans for use during bidding phase. Address outstanding comments. This task also includes coordination with the purchasing department for a mock submittal to ensure seamless delivery of materials. AVCON will review purchasing requirements and make adjustments to remove any conflicting information in the plans and specifications. Distribute to FAA and FDOT as may be appropriate. Provide written certification to FDOT and FAA as may be appropriate.

D.6.E. QA/QC

Conduct an in-house quality control review of the design plans, Project Manual, 100% estimate of probable cost, permits and Engineer's Report.

D.6.F. Documentation

Provide written documentation to correspondence received at meetings, telephone calls or email. Correspondence deemed significant to the project will also be attached the next version of the Engineer's Report.

Phase 6 Deliverables

Phase 6 deliverables include Cost Estimate, Engineer's report, Project Manual and 100% plans.

F. SPECIAL SERVICES (SUBCONSULTANTS)

F.1. Pre-design Project Survey

Conventional ground survey shall be used to obtain the topographic information.

F.2. Pre-design Geotechnical Subsurface Exploration

The geotechnical information required to complete the design of this project includes the following:

- 10 Pavement cores [base course material identification and depth check at each core] (retain asphalt cores for examination)

- 3 CBRs
- Four (4) of the ten (10) pavement core locations will have a bore hole with soil classification and blow count to correlate with subgrade strength and layer modulus values.

G. DESIGN PHASE EXPENSES

See attached fee spreadsheet for design phase expenses

H. BIDDING PHASE SERVICES

Bidding Phase Services are not included in this scope. For funding purposes, these engineering design elements are included in a separate scope provided to the Airport.

I. CONSTRUCTION ADMINISTRATION PHASE SERVICES

Construction Phase Services are not included in this scope.

J. ADDITIONAL SERVICES

When required by the County/Airport, AVCON shall furnish or obtain from others, as circumstances may require, additional services of the types listed above. These services are not included as part of Basic or Special Services. CONSULTANT shall advise the Airport promptly prior to starting any such Additional Services which will be paid for in accordance with the Task Order or Supplement thereto.

1. Services in connection with work directive changes and change orders requested by the County/Airport not covered by the Basic or Special Services.

ATTACHMENT C
 HOUR AND FEE ESTIMATE

SUMMARY

DESIGN		
TOTAL BASIC SERVICES:	\$	122,964.00
TOTAL SPECIAL SERVICES (SUBCONSULTANTS):	\$	36,100.00
TOTAL DESIGN PHASE EXPENSES:	\$	5,075.00
GRAND TOTAL DESIGN:	\$	164,139.00

**ATTACHMENT B
SCOPE OF SERVICES**

**PROPOSAL FOR PROFESSIONAL AVIATION ENGINEERING SERVICES
FOR
RUNWAY 14-32 EDGE LIGHTING
DESIGN PHASE SERVICES
VALKARIA AIRPORT**

A. GENERAL SCOPE OF SERVICES

This task includes preparation of final documents in connection with new base mounted LED runway edge lights with new cable in conduit at the Valkaria Airport. The project consists of project design, equipment selection, specifications, plans, and construction documents. The work will include required demolition/installation, runway edge light layout, new vault plans and details, vault electrical service connection, grounding and testing specifications. The construction documents are not intended to be a stand-alone set of documents. The electrical plans are intended to be included in the Runway 14-32 Rehabilitation project.

B. BASIC SERVICES

The specific task elements of this work shall include:

B.1. General Coordination

Meet with Airport Staff to finalize requirements and identify features to be incorporated in project.

Identify all past construction activities and limits of work associated with the Runway circuiting system.

B.2. Existing Conditions

Identify existing Runway 10-28 and Runway 14-32 threshold lights and circuits. Develop as-built conditions plan for connection to the new vault.

Identify existing Runway 10-28 and Runway 14-32 PAPI lights and circuits. Develop as-built conditions plan for connection to the new vault.

B.3. Runway Lighting and Vault Layout

Identify spacing and layout of proposed runway edge lights.

Identify new vault location and site layout.

B.4. Progress Submittals

Prepare design drawings including equipment callouts and details relating to the proposed lighting equipment and circuiting.

Demolition plan, runway lighting plan, and lighting detail sheets to comply with current FAA & FDOT design criteria.

Progress submittals will coincide with the Runway Rehabilitation project submittals. The progress submittals include:

B.4.A. 30% Design

B.4.B. 60% Design

B.4.C. 90% Design

B.5. Progress Submittal Meetings

Each Progress submittal will include attendance at a design review meeting with the airport staff.

B.6. Specifications

Prepare technical specifications describing the materials, methods of measurement and basis of payment of the engineered project. Technical Specifications to comply with current FAA & FDOT design criteria.

B.7. 100% Construction Documents

Incorporate comments from the progress submittals into the final Design Documents

Finalize Design drawings including equipment callouts and details relating to the proposed lighting equipment and circuiting.

Finalize technical specifications describing the materials, methods of measurement and basis of payment of the engineered project.

Submit 100% complete design documents for the project to the Airport for review and comment.

Incorporate these comments into the final Bidding Documents for bidding the work, including adaptation of the Brevard County Bidding Documentation and standard General Conditions.

Final Plans, Supplemental Special Conditions, Technical Specifications, and Supplemental Technical Specifications required for the proper execution of the project, will be provided by AVCON.

B.8. Cost Estimate

Prepare a final Engineer's opinion of probable cost for the project.

D. EXPENSES

All job related reprographic costs and supplies, document printing, express mail services, travel, and printing and plotting costs associated with preparation of contract documents and final construction documents are included in the schedules of work for the associated service tasks in the project Lump Sum fee.

END OF ATTACHMENT B

ATTACHMENT C
HOUR AND FEE ESTIMATE

SUMMARY

DESIGN	TOTAL BASIC SERVICES: \$	82,222.00
	TOTAL DESIGN PHASE EXPENSES: \$	2,049.00
	GRAND TOTAL DESIGN: \$	84,271.00

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Brevard County Board of County Commissioners
P.O. Box 1496, Titusville, Florida 32781-1496
referenced by the above Financial Project Number.

I. PROJECT COST:

Rehabilitate Runway 14-32 and Installation of Electrical Vault Per
Exhibit "A" Scope of Services

TOTAL PROJECT COST: \$248,410

II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA (90.0%) or \$223,569

Agency Participation

In-Kind

Cash (2.0%) or \$4,968

Other

Maximum Department Participation,

Primary

DPTO/DS (8.0%) or \$19,873

Federal Reimbursable
(DU)(FRA)(DFTA)

Local Reimbursable (DL)

TOTAL PROJECT COST \$248,410

Comments: _____

EXHIBIT "C"**AVIATION PROGRAM ASSURANCES**FINANCIAL PROJECT NO.: 429829-1-94-01EFFECTIVE DATE: May 24, 2014**A. General**

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

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection

EXHIBIT "C"**AVIATION PROGRAM ASSURANCES**

- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification: The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)

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- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

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

1. Accounting System

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

2. Good Title

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

3. Preserving Rights and Powers

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

4. Hazard Removal and Mitigation

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the

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establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

AVIATION PROGRAM ASSURANCES

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

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

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

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

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

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

21. Planning Projects

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

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- (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
 - e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
 - f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
 - g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
 - h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
 - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

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(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

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

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

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(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

**COMPLIANCE
REQUIREMENT:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

ACTIVITIES ALLOWED:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
 - Master drainage plans;
 - Environmental assessments (EA);
 - Development of regional impact (DRI);
 - Operations and emergency response plans;
 - Federal Aviation Regulations (FAR) Part 150 noise studies;
 - Environmental impact studies (EIS);
 - Wildlife hazard studies;
 - Feasibility and site selection studies;
 - Business plans;
 - Airport management studies and training;
 - Air services studies and related promotional materials.
- (Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges need to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

ALLOWABLE COSTS: See Part Three.
CASH MANAGEMENT: See Part Three.
ELIGIBILITY: Not Applicable.
EQUIPMENT/REAL

PROPERTY MANAGEMENT: Not Applicable.

MATCHING: Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share. (Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share. (Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only. (Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program. (Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

PERIOD OF AVAILABILITY: Not Applicable.

REPORTING: Not Applicable.

SUBRECIPIENT MONITORING: Not Applicable.

SPECIAL TESTS PROVISIONS: Not Applicable.