AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
AUGUST 12, 2021
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

4.1 June 10, 2021 Regular Airport Advisory Commission Meeting Minutes Review

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA

6. OLD BUSINESS

6.1 Monthly Financial Report

6.2 Noise Abatement Guidelines Review

6.3 World Skydive Proposal Update

7. NEW BUSINESS

7.1 FAA Grant Agreement 3-12-0022-031-2021 (Transient Apron Rehab/Design) Review

7.2 Passero Associates Work Order 21-96 (Transient Apron Design Services) Review

7.3 FDOT Grant Agreement 43490929422 (Fire Station Project) Review

7.4 2022 Concours D'Elegance FAA Safety Plan Review

7.5 Russo and Steele Amendment 1 to Agreement

8. AIRPORT DIRECTOR AND STAFF REPORTS

8.1 Monthly Airport Director Report

9. COMMISSION MEMBER REPORTS/COMMENTS

10. NEXT MEETING DATE

11. ADJOURNMENT

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Airport Director.

1. **Call to Order:** Chairperson Colcord called the meeting to order at 6:00 pm.

2. **Members Present:** Chuck Colcord, Prudence Hostetter, Don Edlin, Hugh Giggy, Tom Piscitello, Dave Broughton, and Nathan Coyle (Staff Assistant)
   Members Absent: Doug Geib and Frank Mayer

   Others Present: Commissioner Ross, Steven Sherman, and Brian Echard

3. **Pledge of Allegiance**

4. **4.1 April 8, 2021 AAC Meeting – Approval of Minutes:** The April 8, 2021 AAC Regular Meeting Minutes were presented for consideration of the AAC.

   A motion was made by Member Hostetter, seconded by Member Edlin, to approve the April 8, 2021 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

   4.2 May 13, 2021 AAC Meeting – Approval of Minutes: The May 13, 2021 AAC Regular Meeting Minutes were presented for consideration of the AAC.

   A motion was made by Member Edlin, seconded by Member Broughton, to approve the May 13, 2021 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried

5. **Public Comment Regarding Items Not On The Agenda:** Mr. Steven Sherman, 95025 Woodberry Lane, provided public comment expressing concern about the flight school activity from Jacksonville Florida. Mr. Sherman also provided flight tracking images from flying activity in the local area to AAC members and expressed concerns with the local flying activity conducted by the flight schools operating in the local area.

6. **Old Business:**

   6.1 Monthly Financial Update

   Airport Manager Coyle presented the monthly financial update and stated that there was nothing noteworthy to provide to the group. There was no further discussion of the monthly financial report.

   6.2 Update on World Skydiving Application

   Airport Manager Coyle provided an update on the proposal from World Skydiving for operations at the Fernandina Beach Municipal Airport. Mr. Coyle stated that he had a teleconference with the FAA reviewing the proposal and lease agreement for the existing operator, and the feedback from the FAA was that the existing lease agreement for skydive operations with Amelia Skydive contained provisions that are problematic in accordance with Federal Grant Assurances if offered to the new operator due to the restrictions placed upon the operator in the lease agreement. Mr. Coyle stated that he met with the owner of Amelia Skydive to see if the operation would consider a new lease agreement, and that he would be meeting with the new operator to discuss this further.

AAC members asked that if a meeting with both operators were to be conducted in the future that Don Edlin, AAC Member, and Brian Echard, FBO Owner, be a part of the meeting to discuss operating procedures at the airport for both operators to conduct skydiving activity. Mr. Coyle agreed and would include Mr. Edlin and Mr. Echard when the airport reached the point of discussing operations at the airport with both skydive agencies.

Mr. Coyle stated that he would keep the group informed as the airport moved forward in the discussion further.

7. New Business:

7.1 Draft Budget Presentation

Airport Manager Coyle presented the draft FY21/22 budget for the airport. Mr. Coyle provided an overview of proposed capital projects as well as revenue and expenses budgeted for the upcoming year.

Member Edlin asked about the pest control line item within the budget. Mr. Coyle stated that the airport has budgeted herbicide services as well as pest control services for airport facilities. Member. Edlin asked if there is funding in the budget for wildlife control services, and Mr. Coyle stated that this was included within the budget.

Member Piscitello asked how the solar panel is assisting the airport's budget. Mr. Coyle stated that the past three months' power bill for the airport terminal facility had been at or below two-hundred dollars per month for the entire facility.

Member Broughton asked if the airport's AWOS is a federal facility or non-federal facility. Mr. Coyle stated that the facility is a non-federal facility and that the AWOS expenses budgeted reflect maintenance and data distribution services for the AWOS.

There was no further discussion.

7.2 Noise Abatement Guidelines Review

Airport Manager Coyle introduced a discussion to seek input from the AAC on the existing noise abatement guidelines. Specifically, Mr. Coyle asked the AAC members if there were guidelines that could be updated to the existing guidelines. Member Edlin stated that a significant component of flying at the airport was flight instruction activity out of Jacksonville, and Mr. Coyle agreed that it is important to have guidelines that could easily be passed around to the flight schools and flight instructors.

Member Edlin stated that it would make sense, due to Crane Island, to make the calm wind runway as Runway 22. Member Piscitello mentioned that you could get over water on departure from Runway 22 prior to reaching 800'. In the current noise abatement guidelines this would allow an aircraft to turn crosswind prior to reaching 800'. Member Broughton suggested amending the guidelines to state over water and 800' above ground level.

Mr. Coyle inquired about rate of climb and asked if it would be helpful to request that pilots utilize best rate of climb within the guidelines. Member Piscitello mentioned that the rate of climb at FHB is most often driven by density altitude limitations, and that this request would likely not have benefit for the airport.

Member Giggy expressed support for providing a visual depiction of residential areas and procedural recommendations to assist pilots.

Member Colcord asked if the FAA would need to weigh in on the calm wind runway selection from the airport. Mr. Coyle stated that the FAA would not need to approve the recommended calm wind runway.

There was no further discussion.

8. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC.

Mr. Coyle reminded the group that the re-painting of Runway 9/27 would start on June 21st.

Mr. Coyle provided an update on the fuel farm project and stated that there is one punch-list item remaining on the project. Member Edlin stated that the new self-serve station was a great addition and turned out nice.

Mr. Coyle reminded the group that the airport would be sealcoating T-hangar taxilanes on July 27th and July 28th, and that this project would close that area and restrict access to T-hangars in the area for two days.

Mr. Coyle stated that the City would be releasing an invitation to bid within the next few weeks for the airport/public fire station project. Mr. Coyle stated that he has crafted a draft ground lease for the fire station that would be shared with the FAA.

9. Commission Member Reports and Comments:

Member Colcord asked about the paint and corrosion noted on the airport terminal. Mr. Coyle stated that the City has been in conversation with F&G Construction and Passero Associates on this issue, and that these agencies would be funding remediation of corrosion and paint on the facility. Mr. Coyle stated that he would provide the group with an update when a timeline for the project is determined.

10. Next Meeting Date: August 12, 2021

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:40 p.m.

_________________________________ _________________________________

Secretary Chuck Colcord, Chairperson

AIRPORT 420

AIRPORT
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	BUDGET 2020-2021	YTD	Percentage
REVENUES			
33120 FEMA GRANT	-	0.00	100.0%
33220 FAA GRANT	2,680,100	2,443,398.00	91.2%
33323 FDOT GRANT	1,042,073	266,490.64	25.6%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	200	840.00	420.0%
34720 RENTALS	1,200	5,707.00	475.6%
34970 FUEL SALES	24,800	27,323.52	110.2%
34971 LEASE PAYMENTS - LAND LEASE	50,161	59,144.43	117.9%
34973 LAND LEASE - AMELIA RIVER	205,960	176,961.01	85.9%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	42,295	40,808.90	96.5%
34975 RENT/LEASE PAYMENTS - City Built	310,000	243,961.34	78.7%
34976 8 FLAGS RENT (TAXABLE)	67,017	39,505.89	76.5%
34978 8 FLAGS RENT - NON-TAXABLE	50,266	50,242.89	
34979 TRANSIENT REVENUE	-	4,769.78	100.0%
36110 INTEREST		3,268.73	100.0%
36420 INSURANCE PROCEEDS		0.00	
36800 CAPITAL CONTRIBUTION		0.00	
38410 LOAN PROCEEDS		0.00	
36990 OTHER REVENUE	103,089	31,724.70	30.8%
36991 PARKING REVENUE	2,004	6,893.00	344.0%
36995 LATE FEES	-	1,509.48	0.0%
36992 GAIN ON SALE OF ASSETS		1,000.00	100.0%
38101 TRANSFERS IN GENERAL FUND		0.00	
38910 CASH BALANCE FORWARD	734,865	0.00	0.0%
Revenue Total	5,314,030	3,403,549.31	64.0%

AIRPORT 420

AIRPORT
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		BUDGET 2020-2021	YTD	Percentage
PERSONNEL SERVICES				
51200	SALARIES	135,272	109,602.15	81.02%
51300	TEMPORARY	-	0.00	
51350	PART TIME	15,080	0.00	0.00%
51400	OVERTIME	-	0.00	
52100	FICA	11,502	7,690.83	66.87%
52200	RETIREMENT	29,138	23,608.25	81.02%
52300	HEALTH	28,906	23,810.40	82.37%
52301	LIFE	744	639.20	85.91%
52350	OPEB COSTS	1,756	1,460.00	83.14%
52400	WORKERS' COMP	1,341	1,110.00	82.77%
52500	UNEMPLOYMENT			
	TOTAL	223,739	167,920.83	75.05%
OPERATING EXPENSES				
53100	PROFESSIONAL SERVICES	25,000	5,000.00	20.00%
53200	AUDIT	6,795	5,660.00	83.30%
53400	CONTRACTUAL	49,880	31,060.35	62.27%
53900	AUTO ALLOWANCE		0.00	
53910	HOUSING ALLOWANCE	-	0.00	
54000	TRAINING/TRAVEL	3,210	890.00	27.73%
54100	COMMUNICATIONS	2,388	1,784.01	74.71%
54101	COMMUNICATIONS - CELL	2,000	918.72	45.94%
54103	COMMUNICATIONS - INTERNET	5,750	1,855.00	32.26%
54200	POSTAGE	100	17.58	17.58%
54300	UTILITIES - ELECTRIC	42,000	16,186.54	38.54%
54310	UTILITIES - WATER & SEWER	13,400	6,021.64	44.94%
54500	INSURANCE	66,499	55,430.00	83.35%
54610	R/M GROUNDS	182,500	44,391.35	24.32%
54620	R/M EQUIPMENT	6,350	5,090.99	80.17%
54630	R/M VEHICLES-LABOR	7,000	2,827.50	40.39%
54640	R/M VEHICLES-MATERIALS	7,000	7,590.55	108.44%
54700	PRINTING	650	0.00	0.00%
54800	PROMOTIONAL	750	0.00	0.00%
54902	BAD DEBT EXPENSE		0.00	
54910	BILLING COST	7,300	6,080.00	83.29%
55100	OFFICE SUPPLIES	4,800	24.88	0.52%
55200	OPERATING SUPPLIES	1,940	1,543.78	79.58%
55210	UNIFORMS	400	43.00	10.75%
55230	FUEL	7,000	4,890.77	69.87%

AIRPORT 420

AIRPORT
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	BUDGET 2020-2021	YTD	Percentage
55400 BOOKS/SUBS/DUES	825	655.00	79.39%
TOTAL	443,537	197,961.66	44.63%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	4,350,967	2,889,452.4	66.41%
56400 MACH./EQUIP.	30,000	25,000.0	
56401 MACH./EQUIP. Non-CAP	1,000	0.0	0.00%
TOTAL	4,381,967	2,914,452.4	66.51%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	82,000	0.0	
57200 INTEREST	33,322	16,660.9	
57300 FINANCING COSTS	-	0.0	
TOTAL	115,322	16,660.9	
Reserve	154,615		
Expense Total	5,319,180	3,296,995.7	61.98%

YTD Revenue - Expense: **$106,553.61**

City of Fernandina Beach
OFFICE OF THE AIRPORT MANAGER
700 Airport Road– Fernandina Beach, FL 32034 - (904) 321-5700 – Fax (904) 321-5705 – TDD (800) 955-8771

Fernandina Beach Municipal Airport
Noise Abatement Guidelines

• ***The Fernandina Beach Municipal Airport is surrounded by noise sensitive areas—thus, aircraft operators are encouraged to minimize their noise footprint while operating in the vicinity of the airport.***

• ***Normal traffic pattern altitude is 1015' MSL (1000' AGL).***

• ***When wind conditions permit, consider Runway 27 departure.***

• ***During departures, whenever possible, climb straight ahead to a minimum of 800' (AGL), 1000' (AGL) for turbine aircraft or feet wet prior to initiating turns.***

• ***When remaining in the traffic pattern, climb to a minimum of 800' (AGL) or feet wet prior to initiating turns to crosswind.***

• ***Helicopters engaged in extended hover operations are requested to utilize the western side of the airport.***

• ***When possible, avoid aircraft operations between the hours of 10:00 PM and 7:00 AM.***

Initial Comments/Revisions from June AAC Meeting

• The Fernandina Beach Municipal Airport is surrounded by noise sensitive areas—thus, aircraft operators are encouraged to minimize their noise footprint while operating in the vicinity of the airport.

• Normal traffic pattern altitude is 1015' MSL (1000' AGL).

• When wind conditions permit, consider use of Runway 22 as the calm-wind runway ~~Runway 27 departure~~.

• During departures, whenever possible, climb straight ahead to a minimum of 800' (AGL), 1000' (AGL) for turbine aircraft ~~or feet wet~~and over-water, when applicable, prior to initiating turns.

• When remaining in the traffic pattern, climb to a minimum of 800' (AGL) ~~or feet wet~~and over-water, when applicable, prior to initiating turns to crosswind. • Helicopters engaged in extended hover operations are requested to utilize the western side of the airport.

Helicopters engaged in extended hover operations are requested to utilize the western side of the airport.

Avoid flying at low altitudes over noise sensitive residential areas.

• When possible, avoid aircraft operations between the hours of 10:00 PM and 7:00 AM.

U.S. Department of Transportation
Federal Aviation Administration

8427 SouthPark Circle
Suite 524
Orlando, FL 32819

July 16, 2021

Nathan Coyle
Airport Director
Fernandina Beach Municipal Airport
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Coyle:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0022-031-2021 at Fernandina Beach Municipal Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their electronic signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

    1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Hilary Maull, (407) 487-7238, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Bart Vernace

Bart Vernace, PE
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 16, 2021
Airport/Planning Area	Fernandina Beach Municipal Airport
FY2021 AIP Grant Number	3-12-0022-031-2021
Unique Entity Identifier	079192274

TO: City of Fernandina Beach
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 13, 2021, for a grant of Federal funds for a project at or associated with the Fernandina Beach Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Fernandina Beach Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron – Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $113,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 113,000 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

   a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

      1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

      2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

      3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

   b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

      1. Is determined to have violated a prohibition in paragraph a. of this condition; or

      2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

         a. Associated with performance under this Grant; or

         b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

   c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

   d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

   a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
   - i. Gross mismanagement of a Federal grant;
   - ii. Gross waste of Federal funds;
   - iii. An abuse of authority relating to implementation or use of Federal funds;
   - iv. A substantial and specific danger to public health or safety; or
   - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
   - i. A member of Congress or a representative of a committee of Congress;
   - ii. An Inspector General;
   - iii. The Government Accountability Office;
   - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   - v. A court or grand jury;
   - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Fernandina Beach
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ______________________________

By: ______________________________
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

Federal Regulations

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It 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, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

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

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

   1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. 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.

i. 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   The City of Fernandina Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of April 13, 2021.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

City of Fernandina Beach

Fernandina Beach Municipal Airport (FHB)

Rehabilitate Transient Apron (Design Only Phase)

By

Passero Associates, LLC

(Passero Project No. 99000047.0096)

Work Order 21-96

Work Order 21-96
Rehabilitate Transient Apron (Design Only Phase)
at Fernandina Beach Municipal Airport (FHB), Florida

Passero Associates, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Fernandina Beach (Client or City), dated February 19, 2019, of which all terms and conditions are incorporated herein by reference:

Project Location: Fernandina Beach Municipal Airport, Fernandina Beach, FL

Project Description: Rehabilitate Transient Apron.

Scope of Basic Services: Engineering Design Services. (See Attachment A: Scope of Services)

Scope of Special Services: Topographic Survey, Geotechnical Investigation, RCP Assessment Report and Subsurface Video (Drainage)

Client Manager / Project Coordinator: Nathan Coyle, ACE, Airport Manager

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: Bradley Wente, P.E.

Basic Services Compensation and Method of Payment:	Design	Not-to-Exceed:	$ 89,650.00
Special Services Compensation and Method of Payment:		Not-to-Exceed:	$20,850.00
Total Project Cost:		Not-to-Exceed:	$ 110,500.00

Schedules and Meetings: See Attachment A – Scope of Work

1. Project Design Kick-off Meeting
2. Project 60% Design Review Meeting with City, FAA.
3. Project 100% Design Review Meeting with City, FAA (if requested)

Deliverables: See Attachment A – Scope of Work

1. FAA AIP Grant Pre-application and Application for signatures.
2. Engineer's Design Report, RCP Assessment Report and Subsurface (in-pipe) video of drainage system.
3. Pre-Final Plans and Specifications, Cost Estimate.
4. Final (Bid Set) Plans and Specifications, Cost Estimate & Final Engineer's Report.
5. Construction Safety Phasing Plan.

"Consultant"	**"Client"**
Passero Associates, LLC	**City of Fernandina Beach**
BY: ____________________	BY: ____________________
Andrew Holesko, Vice President	Dale L. Martin, City Manager
Typed Name and Title	Typed Name and Title
ATTEST:	ATTEST:
BY: ____________________	BY: ____________________
Bradley J. Wente SE Regional Director	____________________
Name, Title	Name, Title
____________________	____________________
Date	Date

Attachment A - Scope of Work
Rehabilitate Transient Apron (Design Only Phase)
Fernandina Beach Municipal Airport, Fernandina Beach, Florida

I. Project Description

Rehabilitate Transient Apron project will involve data gathering, topographic survey, geotechnical program, design engineering and bidding to rehabilitate 17,000 square yards of existing bituminous pavement and repair or partial lining of failed reinforced concrete pipe (if necessary) within the project area. Repair of pavement area will be by pavement milling and bituminous overlay. The FDOT Pavement Management Plan 2019 PCI rating for the pavement is 55 (poor). See attached Project Sketch for proposed project limits.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Fernandina Beach (City) with the Design Phase of the Rehabilitate Transient Apron Project. Project services shall be designed in accordance with applicable FAA standards including but are not limited to:

Advisory Circular 150/5300-13A Change 1, Airport Design
Advisory Circular 150/5320-5D, Airport Drainage Design
Advisory Circular 150/5320-6F, Airport Pavement Design and Evaluation
Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction
Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports

A. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
2. Update the JPM with Engineer's certifications of plans and specifications.
3. Upload plans and specifications into JPM.
4. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

B. Grant Administration and Project Management Phase:

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA and FDOT during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. The Project construction cost is estimated to be $1,400,000. The Consultant shall evaluate and validate the proposed construction budget and advise City at each phase of the Project. The Consultant shall advise the City as to options available for reducing construction costs to maintain the budget, if it appears likely that contractor bid prices will exceed this budget.

4. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
5. Schedule coordination: Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design are dependent upon timely document.
6. The design schedule is anticipated to be:

   Receipt of Notice to Proceed (NTP)

Schematic Design/Field Data Collection	60 days
Pre-Final Design	60 days
Final Design	30 days

C. Schematic Design Phase:

The Consultant will evaluate pavement rehabilitation and phasing alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and previous site experience to design a cost-effective Project. The specific services to be provided are the following:

1. Schedule and conduct a pre-design meeting with the City, FAA to review the scope, airport operational constraints related to Airport users and impact of pavement closures.
2. Acquire and review record documents (such as plans, specifications, reports, and studies).
3. Perform a preliminary Project site inspection to familiarize the design team with the Project areas.
4. Acquire topographic field survey of the project area.
5. Acquire the necessary soils and existing pavement investigation data, including borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
6. Acquire pipe condition assessment by televising RCP within project limits. Report to identify condition of pipe and joints with recommendations of poor, medium and high severity areas.
7. Perform a preliminary environmental review, including review of the previous Master Plan. Complete appropriate NEPA forms and submit to the FAA, as required. A CATEX is assumed to be the appropriate documentation at this time.
8. Develop pavement design in accordance with FAA Advisory Circular 150/5320-6, latest edition.
9. Develop schematic construction safety phasing plan, pavement design, horizontal geometric layout.
10. Develop Engineer's Design Report summarizing field data collection, rehabilitation options and estimated costs.

D. Pre-Final (60%) Design Phase

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Pre-Final Plans, Contract Document and Technical Specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspections to verify topographic survey, inventory pavement distresses, inventory visual aid features, and other Project-related existing physical features and facilities.
2. Finalize pavement geometric layout.

3. Develop a design to develop pavement elevations, typical sections, and other grading details for the proposed work, as needed.
4. Develop airfield marking and tie-down layout plan. Project anticipates changes in pavement marking and existing aircraft tie down layout based on current airport apron operation.
5. Evaluate existing reinforced concrete pipe repair options, as necessary based on findings from field report.
6. Develop a draft storm water pollution prevention plan that encompasses all phases of the Project.
7. Prepare outline specifications.
8. Develop general provisions and overall City contract documents, as necessary.
9. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the Consultant.
10. Prepare a detailed opinion of probable construction cost to reflect the outcomes of Project design.
11. Perform an internal quality control review on all design documents.
12. Submit copies of pre-final design documents to the City and FAA for review and comment. Anticipated construction drawings include:
    a. Cover Sheet
    b. Schedule of Values and Index of Sheets
    c. General Notes and Details
    d. Contract Layout and Control Plan, Notes and Details
    e. Demolition Plans
    f. Pavement Repair Plans and Details
    g. Typical Sections and Pavement Junction Details
    h. Geometry Plans
    i. Grading Plans
    j. Drainage Repair/Lining and Profile Plan, Notes and Details
    k. Lighting and Signage Plan, Notes and Details.
    l. Pavement Marking and Aircraft Tie Down Plans, Notes and Details
13. Schedule and conduct a pre-final design review meeting to discuss and resolve any City comments.

E. Final Design Phase

The services included under this Phase shall generally consist of services required to furnish the City with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with City comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the City; and a complete set of bid documents will be furnished to the City. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan (CSPP) and Construction Management Plan will be provided as well.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize the grading and drainage system design.
2. Prepare final construction plans, supplemental documents such and construction phasing plans.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the City, FAA for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the City.

After final comments are provided by the City, FAA, Consultant will develop a complete BID Set of contracts plans and specifications, for use in the Bid-Phase of the project.

F. Bid-Phase (not included within this scope of services.)

III. Special Services

1. Special services associates with this project are performing.
   a. Topographic survey
   b. Geotechnical investigation
   c. Storm Sewer Pipe Video Assessment (televising existing stormwater drainage pipe).

2. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Meetings, Presentations and Deliverables

1. Passero Associates will prepare for and attend the following meetings:
   - ◊ Project Design Kick-off Meeting
   - ◊ Project 60% Design Review Meeting with City and FAA.
   - ◊ Project 100% Design Review Meeting with City and FAA (if requested)

2. Passero Associates will provide the following deliverables to the City and FAA:
   - ◊ FAA AIP Grant Pre-application and Application for signatures.
   - ◊ Engineer's Design Report, RCP Assessment Report and Subsurface (in-pipe) video of drainage system.
   - ◊ Pre-Final Plans and Specifications, Cost Estimate.
   - ◊ Final (Bid Set) Plans and Specifications, Cost Estimate
   - ◊ Construction Safety Phasing Plan.

V. Exclusions

The following items are not included in this Work Order, but are anticipated to be included in a future authorization:

- ◊ Bidding and Bid Phase services

- ◊ Construction Administration
- ◊ Resident Project Representation or Construction Observation services.

End of Scope of Services

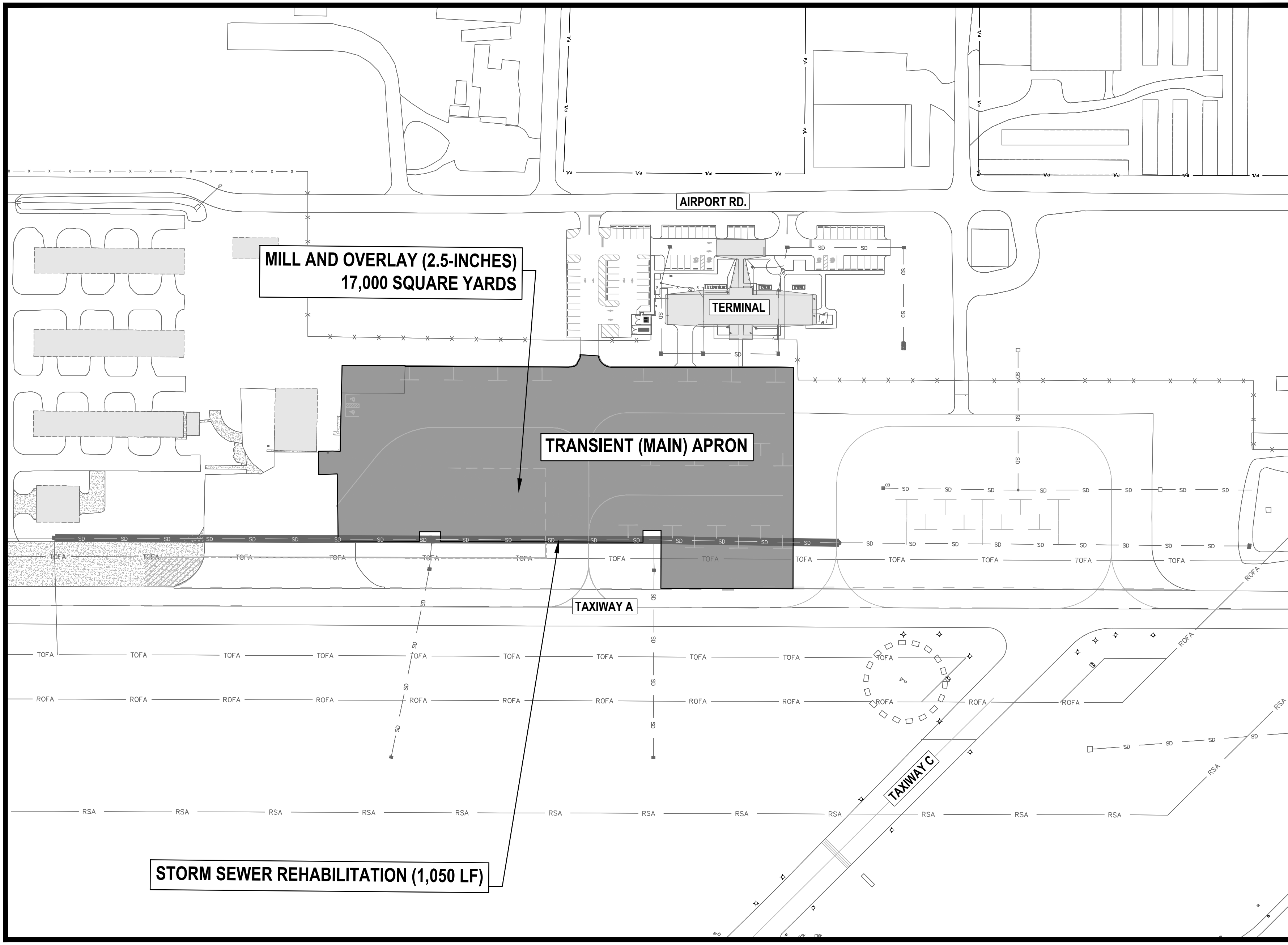
Schedule B
Passero Associates, LLC
Consultant Services Fees and Costs

Airport: FHB
Project: Rehabilitate Transient Apron
PA Project No: 99000047.0096
Date: 3/15/2021
Prepared By: BJW

Project Phases	Project Tasks	Employee Classifications: Project Mgr.	Senior Engineer	Engineer	Grants Admin. Asst.	Task Totals	Phase Totals
A. JACIP	JACIP Coordination	2	2		4	334.00	334.00
B. Grant Administration & Project Management	Project Planning & Funding Agencies Coordination	2	2			246.00	3,424.00
	Preliminary Construction Budget	2	4	2		412.00	
	Grant Pre-Application Coordination & Submission	2			16	502.00	
	OE/AAA Submission		2	8		376.00	
	General Project Management	24			4	1,888.00	
C. Schematic Design (30%)	Start-up & Initial Site Inspection	4	8	12		1,104.00	6,520.00
	Data Collection & Sub Coordination	4	8	28		1,664.00	
	Design Engineer's Report and Submission	4	16	40		2,468.00	
	Internal QA/QC	4				300.00	
	Review Meeting with City, FAA	8	8			984.00	
	Pre-Final Plans (assume 22 sheets)	4	40	120		6,420.00	11,180.00
	Update Engineer's Report	2	10	12	8	1,226.00	
	Opinion Cost Update and Design Report	4	8	12		1,104.00	
	Develop Construction Safety Phasing Plan	2	12	12		1,146.00	
	Internal QA/QC	8				600.00	
	Review Meeting with City, FAA	4	8			684.00	
E. Final Design (100%)	Finalize Contract Plans (assume 22 sheets)	2	16	40		2,318.00	7,432.00
	Finalize Technical Specs	2	12		8	902.00	
	Finalize Contract Documents		4	8	8	648.00	
	Finalize Qty Takeoff		8	8		664.00	
	Finalize Opinion Cost and Design report	2	4	6		552.00	
	Finalize Construction Safety Phasing Plan		4	4		332.00	
	Internal QA/QC	4	4			492.00	
	Final Review Meeting with City, FAA	4	8			684.00	
	Finalize and Submit Bid Documents		8	8	8	840.00	
	Total Hours:	94	196	320	56		**666**
	Hourly Rate (2021):	75.00	48.00	35.00	22.00		
	Direct Salary Cost:	7,050.00	9,408.00	11,200.00	1,232.00		**$ 28,890.00**

Travel: Number of Trips	3
Travel: Mileage per Trip	125
Travel: Cost per Mile	$ 0.57
Total Travel Costs:	**$ 211.88**
Per Diem: Number of Days	0
Per Diem Rate	$ -
Total Per Diem Costs:	**$ -**
Fee for Geotechnical Investigation:	$ 3,600.00
Fee for Topo Survey:	$ 5,000.00
Fee for Pipe Inspection:	$ 12,250.00
Total Subconsultant Costs:	**$ 20,850.00**
Reproduction (copies, presentations, boards, plans)	$ 200.00
Miscellaneous Expenses	$ 200.00
Total Direct Non-salary Expenses	**$ 21,461.88**

Summary of All Fees and Costs:	
Total Hours:	666
Total Direct Salary Costs:	28,890
Overhead (168% of Direct Labor Costs):	48,535
Total Labor Cost:	**77,425**
Fixed Fee (15% of Total Labor Cost):	11,614
Subtotal:	**89,039**
Total Direct Non-salary Expenses:	21,462
Total Cost (Labor, OH, Fixed Fee & Expenses):	**110,501**
SAY:	**$ 110,500**



PASSERO ASSOCIATES
engineering architecture

60' 0 60'

SUBMITTAL TITLE:
CIP FY2021

ENGINEER OF RECORD:

OWNER:
CITY OF FERNANDINA BEACH

700 AIRPORT ROAD
FERNANDINA BEACH, FLORIDA 32034

PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32095 (904) 757-6106
PROJECT MANAGER: STANLEY D. PRICE, P.E.
PREPARED BY: HARRISON A. KORB, E.I.T.
WWW.PASSERO.COM

REVISIONS

NO.	DATE	BY	DESCRIPTION OF REVISION

LOCATION:
FERNANDINA BEACH MUNICIPAL AIRPORT (FHB)
CITY: FERNANDINA BEACH COUNTY: NASSAU
STATE: FLORIDA COUNTRY: U.S.A.

PROJECT TITLE:
TRANSIENT APRON REHABILITATION

PROJECT NUMBER:
PA PN 99000047.0096

DATE: NOVEMBER 2020

DRAWING TITLE:
FY-2021 CAPITAL IMPROVEMENT PROGRAM PROJECT SKETCH

DRAWING NUMBER:
CIP-2021

NOT FOR CONSTRUCTION

Corporate Office
6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida
1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida
8641 Baypine Rd
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

Southwest Central Florida
10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida
10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida
119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida
2860 Hwy 71 N Ste C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288

March 11, 2021

VIA EMAIL: bwente@passero.com

Brad Wente, PE
PASSERO ASSOCIATES
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

TRANSIENT APRON REHABILITATION
for
The Fernandina Beach Municipal Airport (FHB)
Fernandina Beach, FL.

Section 06, Township 02 North, Range 28 East **Nassua County, Florida**

Dear Mr. Wente,

We are pleased to submit our proposal for Surveying Services on the above-referenced project.

SCOPE OF WORK:
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. **All survey points will be depicted as "Civil Point Objects" as created in AutoCAD Civil 3D.**

2. **All data will be presented in Florida State Plane Coordinates (NAD83) and Vertical Datum (NAVD 88) shall be used.**

3. **A Triangular Irregular Network (TIN) shall be created and 3-D lines plotted for the purpose of Passero Associates to generate a 3D Model. The TIN shall be appropriately manipulated to create realistic break lines that most accurately model the existing ground surface.**

4. **Provide spot elevations within the area indicated on the attached drawing. Provide elevations on a 50' max. grid in the turf and existing/proposed pavement but supplement with additional shots (e.g. crown or break in grade) to accurately reflect existing ground elevation.**

5. **Locate all survey monuments or benchmarks that are present within the survey areas.**

6. **Within indicated areas, locate all natural and manmade features including swales, ditches, change of grades and ponds and provide spot elevations every 50' along top of bank, toe of slope, and centerline of swale/ditch.**

7. **Locate and identify pavement markings. Any airfield centerlines will be located on center and edge stripes shall be located along outside edge at increments of 100'.**

8. **Locate all existing airfield edge lights, with all duct and cable markers.**

Corporate Office
6500 All American Blvd.
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Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288

(scope of work continued)

9. Locate all aircraft tie down anchors within project limits.

10. Locate horizontally and vertically existing edges of pavement for all pavements inside the survey corridor.

11. Locate and provide legend of all signage.

12. Provide location and elevations of drainage structures. All corner elevations shall be provided for top of grate elevations. Locate all storm pipes and provide pipe sizes, material, and inverts. When pipes extend beyond the survey boundary, then provide pipe & structure data at the point of pipe termination.

13. Locate all miscellaneous structures in paved and grassed areas.

14. Locate above ground utilities, and underground utilities (to the extent possible).

15. Survey location of (8) pavement cores/soil borings.

16. Please provide the finished floor elevation of all existing buildings within and directly adjacent to the survey area.

17. The survey deliverables will be electronic files fully compatible with AutoCAD Civil 3D, with one (1) signed and sealed hard-copies of the survey output.

18. Provide at least two (2) horizontal and vertical control points that can be used for construction survey in the area of the topographic survey.

19. Provide survey in appropriate scale for readability.

It is also understood that a portion of this work will be performed on an active airfield. It shall be the responsibility of your firm to coordinate the work with the Fernandina Municipal Airport and Passero Associates will be able to assist with this process.

Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**. Additional services we can provide include, but are not limited to:

- Subsurface Utility Designation and Marking of Utility Lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR)

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

DELIVERABLE
The final product will be six (6) certified copies.

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE
We anticipate the completion of the above-described work within 3 weeks after receipt of a written notice to proceed.

EXPENSES AND FEES
Our fee for the above-referenced work will be as follows:

Topographic Survey	**$ 5,000.00**

Credit Language
Payment is expected within thirty (30) days from the date of the invoice.

COD Language
Upon approving this contract, SSMC requires a 50% deposit before any work will commence on this project, with the remainder due before the release of the deliverable.

Credit Card Convenience Fee
SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of $25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.
Sincerely,

Thomas F Ferguson, PSM
Project Manager

EXHIBIT "A"

HOURLY RATES

2 Man Survey Field Crew	**$143.00/per hour**
3 Man Survey Field Crew	**$181.00/per hour**
4 Man Survey Field Crew	**$206.00/per hour**
Professional Surveyor & Mapper	**$143.00/per hour**
Senior Technician	**$106.00/per hour**
CAD Technician	**$ 95.00/per hour**
2-Man-SUE Crew	**$198.00/per hour**
3-Man SUE Crew	**$251.00/per hour**

March 8, 2021

Mr. Brad Wente, P.E.
Passero Associates, LLC
4730 Casa Cola Way
Suite 200
St. Augustine, Florida 32095

ECS Proposal No. 35:17661-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Services
FHB Apron Rehabilitation
Airport Road
Fernandina Beach, Florida

Dear Mr. Wente:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee, schedule of work, and authorization requirements.

Project Description

Based on our conversation with you, we understand that existing apron pavement is proposed to be rehabilitated. The rehabilitation will include milling and paving the area. We were provided with a project sketch indicating the approximate area that is proposed to be rehabilitated. Additionally, the requested boring locations and pavement core locations were indicated in this plan.

Scope of Services

Our integrated services will include drilling of soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
Apron	2 SPT* 8 Pavement Cores (18 inches)	15

*Standard Penetration Test

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

We understand that a subgrade CBR is requested for this project. We will also collect three bulk samples for CBR testing.

The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
6. Photographs of collected pavement cores.
7. Recommendation of crack treatment repairs or remediation in the existing pavement.
8. Recommendations for pavement design.
9. Recommendations for the required site preparation and earthwork construction.

Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two full business days are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 1 business day.
3. Client will provide the right of access to the property.

Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **$3,600**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Schedule

We are prepared to mobilize to the site within two to three weeks after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in order to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Site Restoration

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to minimize such disturbance; however, we have not budgeted for site restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,
ECS FLORIDA, LLC

Mateus C Segura
Mateus Costa Segura, E.I.
Staff Engineer
MCostaSegura@ecslimited.com

Chris M. Egan, P.E.
Geotechnical Department Manager
CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

Remit to :

ENGINEERED LINING SYSTEMS
IN-PLACE PIPE & STRUCTURE RESTORATION
1234 Orton Street * Jacksonville, Florida * 32205
(904) 378-0900 * fax (904) 378-0960
FEIN 34-2003756

PROPOSAL / SCOPE

DATE: 3/17/2021 ESTIMATE # 21030052

PROJECT NAME: Fernandina Airport CCTV Investigation
GENERAL CONTRACTOR:
CUSTOMER: Passero Associates, LLC
ATTENTION: Brad Wente

Description of proposed work:

Clean and CCTV approximately 1,050' of 36" & 30" Pipe

ENGINEERED LINING SYSTEMS IS PLEASED TO PROVIDE THIS PROPOSAL ON THE REFERENCED PROJECT.
THE FOLLOWING CHECK LIST DEFINE'S OUR SCOPE OF WORK.

INCLUSIONS:	EXCLUSIONS:
Price is based on one mobilization	Permit (if applicable)
Pre Lining Video Inspection	System Bypass
Hydro Jet pipe cleaning	Repair of possible Hydro Jetting damage
Sediment & Debris disposal on site	Collapsed Line Repair/Cost
	Vacuum Truck Dump Fees

OTHERS TO PROVIDE

Jobsite water supply

Due to the unknown conditions within the existing pipe, any damage to, or loss of CCTV equipment or lining equipment, as well as excavation or other necessary work to retrieve said equipment, will be billed as an additional charge to the customer.

OUR TOTAL LUMP SUM PER THE ABOVE IS: **$12,250.00**

REMARKS This Proposal is valid for 30 days. Payment due in full upon completion of work. Net 30

WE VERY MUCH APPRECIATE THIS BID OPPORTUNITY AND LOOK FORWARD TO BEING OF SERVICE.
IF YOU HAVE QUESTIONS PLEASE CALL.

Steve Stoia Sr. Estimator

I herby accept the proposal as outlined above and authorize Engineered Lining Systems to proceed with the work.

Authorized Signature Date Purchase Order #

City of Fernandina Beach **Nathan Coyle**

Office of the Airport Manager ncoyle@fbfl.org

April 13, 2021

Hilary Maull
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

RE: Fernandina Beach Municipal Airport
Review of Draft Passero Associates Work Order 21-96

Ms. Maull,

The City of Fernandina Beach has reviewed Passero Associates' draft scope and cost for the Transient Aircraft Parking Apron Design-phase services within Work Order 21-96 found at Attachment 1 to this letter. Additionally, I have coordinated receipt of an independent fee estimate from AVCON, Inc., which can be found at Attachment 2 to this letter. AVCON, Inc. did not submit under the Fernandina Beach Municipal Airport's most recent competitive consultant selection process, and has strong experience with similar projects in Florida, which is why I requested their assistance for completion of this task.

The independent fee estimate (IFE) from AVCON, Inc. provides a total estimated cost of similar service of $171,000 in comparison to the total cost from Passero Associates of $110,500. Both agencies were provided a consistent scope of services for this project. Despite a $60,500 variance between the total, the following is noted:

1. The subconsultant fees within the Passero Associates Work Order proposal are $30,450 less than the IFE subconsultant values from AVCON. Passero Associates secured proposals from subconsultants that are included within the proposed Work Order 21-96.
2. The total fixed fee and overhead for Passero Associates is $19,689 less than the fixed fee and overhead within the IFE from AVCON.
3. If the above-mentioned variances were removed from the IFE, the remaining IFE scope of service expenses would be approximately $121,000 resulting in only a 9% variance between the AVCON IFE and Passero Associates work order values.

After review of the IFE provided by AVCON, Inc. in comparison to Passero Associates Work Order 21-96, I believe that the scope and fee proposed by Passero Associates provides a reasonable and acceptable level of effort and cost to successfully support completion of this project at Fernandina Beach, pending your review and concurrence.

If you have any questions on my review of the draft work order attached to this letter, please contact me by phone at 904-310-3436 or via email at ncoyle@fbfl.org.

Respectfully,

Nathan Coyle
Airport Manager

2 Attachments:
1. Passero Associates Work Order 21-96 for Transient Aircraft Parking Apron Design Services
2. AVCON, Inc. IFE for Transient Aircraft Parking Apron Design Services

AVCON, INC.
Engineers & Planners

8001 Belfort Parkway, Suite 200
Jacksonville, Florida 32256
Phone: (904) 701-0313
Fax: (904) 701-0314
www.avconinc.com

April 8, 2021

Mr. Nathan Coyle, ACE
Airport Director
City of Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

VIA Email: ncoyle@fbfl.org

Reference: Independent Fee Estimate for Engineering Design Services
Rehabilitation of Transient Apron
Passero Project Number 99000047.0096
Fernandina Municipal Airport

Dear Mr. Coyle:

In accordance with our letter agreement, and the Scope of Work and detailed labor and compensation spreadsheet furnished by you, **AVCON, INC.** is pleased to provide our Independent Fee Estimate (IFE) for the above-noted project at the City of Fernandina Beach Municipal Airport (FHB). Based on our design experience with similar projects, and our IFE analysis, we have determined the design fee including supporting sub-consultants for Geotechnical Investigations, Survey, and 1050 LF of Stormwater Pipe CCTV video to be **$171,000 (Rounded).** A copy of our detailed analysis based on project specific tasks is attached.

We appreciate this opportunity to serve you, and we look forward to supporting FHB with this and any future assignments. Should you have any questions regarding this matter, please do not hesitate to contact us. I can be reached on my mobile number at 407-467-0961, or email at rhpalm@avconinc.com.

Sincerely,

AVCON, INC.

Robert H. Palm

Robert H. Palm, P.E.
Senior Project Manager

Attachment

Date	8-Apr-21
Project	Transient Apron Rehab.
Estimated Construction Cost	**$1,400,000.00**
Estimated Service Duration	120 Days

FHB Transient Apron Rehabilitation Design - Independent Fee Estimate

Project Phases	Project Tasks	Employee Classifications Project Mgr.	Senior Engineer	Engineer	Grants Admin. Asst.	Independent Estimate	Percent of Fee	Difference	Justification or Objective
A. JACIP	JACIP Coordination	4	2	4	6				
B. Grant Administration & Project Management	Project Planning & Funding Agencies	4	2	4	6				
	Preliminary Construction Budget	2	4	8	2				
	Grant Pre-Application Coordination & Submission	4	2	4	4				
	General Project Management	36	0	4	8				
Subtotal Hours		**50**	**10**	**24**	**26**				
Hourly Rate		**$ 60.09**	**$ 43.26**	**$ 37.50**	**$ 26.34**	**Subtotal**			
Subtotal Raw Labor		**$ 3,004.50**	**$ 432.60**	**$ 900.00**	**$ 684.94**	**$ 5,022.04**	**13.10%**		
C. Schematic Design (30%)	Start-up & Initial Site Inspection	8	8	8	0				
	Data Collection & Sub Coordination	8	8	16	0				
	Develop Schematic Plans (Geom, Pave, Drainage)	4	16	40	0				
	Internal QA/QC	8	8	0	0				
	Review Meeting with City, FAA, FDOT	4	4	0	0				
Subtotal Hours		**32**	**44**	**64**	**0**				
Hourly Rate		**$ 60.09**	**$ 43.26**	**$ 37.50**	**$ 26.34**	**Subtotal**			
Subtotal Direct Labor		**$ 1,922.88**	**$ 1,903.44**	**$ 2,400.00**	**$ -**	**$ 6,226.32**	**16.24%**		
D. PreFinal Design (60%)	Pre-Final Design Development	4	12	16	0				
	Develop Construction Phasing and Operation Plan	2	8	16	0				
	Finalize Master Grading	0	4	12	0				
	Pre-Final Plans (assume 50 sheets)	16	40	80	0				
	Update Engineer's Report	2	8	16	4				
	Opinion Cost Update and Design Report	2	4	8	0				
	Develop Construction Safety Phasing Plan	4	8	8	0				
	Develop Construction Management Plan	4	4	8	2				
	Internal QA/QC	8	4	0	0				
	Review Meeting with City, FAA, FDOT	4	4	0	2				
Subtotal Hours		**46**	**96**	**164**	**8**				
Hourly Rate		**$ 60.09**	**$ 43.26**	**$ 37.50**	**$ 26.34**	**Subtotal**			
Subtotal Direct Labor		**$ 2,764.14**	**$ 4,152.96**	**$ 6,150.00**	**$ 210.75**	**$ 13,277.85**	**34.62%**		

	Finalize Contract Plans (assume 50 sheets)	16	40	80	0				
	Finalize Technical Specs	8	12	16	4				
	Finalize Contract Documents	4	4	0	8				
	Finalize Qty Takeoff	0	4	8	0				
	Finalize Opinion Cost and project reports	0	2	6	4				
	Finalize Construction Safety Phasing Plan	3	4	6	0				
	Finalize Construction Management Plan	3	4	6	0				
	Internal QA/QC	8	8	0	0				
	Final Review Meeting with City, FAA, FDOT	6	6	0	2				
E. Final Design (100%)	Finalize and Submit Bid Documents	4	16	24	16				
Subtotal Hours		**52**	**100**	**146**	**34**				
Hourly Rate		**$ 60.09**	**$ 43.26**	**$ 37.50**	**$ 26.34**	**Subtotal**			
Subtotal Direct Labor		**$ 3,124.68**	**$ 4,326.00**	**$ 5,475.00**	**$ 895.70**	**$ 13,821.38**	**36.04%**		**$ 38,347.59**
						Grand Total Hours			
Grand Total Hours		**180**	**250**	**398**	**68**	**896**			**$ 5,022.04**
Hourly Rate		**$ 60.09**	**$ 43.26**	**$ 37.50**	**$ 26.34**	**Grand Total Direct Labor**			
Grand Total Direct Labor		**$ 10,816.20**	**$ 10,815.00**	**$ 14,925.00**	**$ 1,791.39**	**$ 38,347.59**			

Summary of Labor Fees and Costs:								
Total Hours:	180	250	398	68	896			
Total Direct Salary Costs:	**$10,816.20**	**$10,815.00**	**$14,925.00**	**$1,791.39**	**$38,347.59**			
Overhead (168% of Direct Labor Costs):	$18,171.22	$18,169.20	$25,074.00	$3,009.54	$64,423.95			
Total Labor Cost:	**$28,987.42**	**$28,984.20**	**$39,999.00**	**$4,800.93**	**$102,771.55**			
Proposed Fee (15% of Total Labor Cost):	$4,348.11	$4,347.63	$5,999.85	$720.14	$15,415.73			
Subtotal:	**$33,335.53**	**$33,331.83**	**$45,998.85**	**$5,521.07**	**$118,187.28**			

Summary of Expenses and Subconsultant Fees:	
Travel: Number of Trips:	8
Travel: Mileage per Trip:	240
Travel: Cost per Mile:	$ 0.58
Total Travel Costs:	**$ 1113.60**
Per Diem: Number of Days:	0
Per Diem Rate:	$ -
Total Per Diem Costs:	**$ -**
Fee for Geotechnical:	$ 6,500.00
Fee for Topo Survey:	$ 19,800.00
Fee for Pipe Inspection:	$ 25,000.00
Total Subconsultant Costs:	**$ 51,300.00**
Reproduction:	$ 800.00
Miscellaneous Expenses:	$ 500.00
Total Miscellaneous Expenses:	$ 1300.00
Total Direct Non-salary Expenses	**$ 52,600.00**

Summary of All Fees and Costs:	
Total Hours:	896
Total Direct Salary Costs:	$38,347.59
Overhead (168% of Direct Labor Costs):	$64,423.95
Total Labor Cost:	**$102,771.55**
Proposed Fee (15% of Total Labor Cost):	$15,415.73
Subtotal:	**$118,187.28**
Total Direct Non-salary Expenses:	$52,600.00
Total Cost (Labor, OH, Fixed Fee & Expenses):	**$170,787.28**
USE	**$171,000.00**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAULT, P.E.
SECRETARY

DATE: July 27, 2021

TO: Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach FL, 32034

FROM: Kyle Coffman
District Freight & Logistics Supervisor
Florida Department of Transportation District Two

SUBJECT: Public Transportation Grant Agreement for Execution
Financial Project No. 434909-2-94-22; Contract No. TBD

Please see the attached Public Transportation Grant Agreement (PTGA) which covers the design and construction an Aircraft Rescue and Fire Fighting (ARFF) Building Fernandina Beach Airport. Please print and execute two copies of the attached agreement and return to my office along with a copy of the City Commission's resolution for final review, encumbrance of funding, and execution by FDOT

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5686.

Sincerely,

Kyle Coffman

Kyle Coffman
District Freight & Logistics Supervisor
P: 904-360-5686
Kyle.Coffman@dot.state.fl.us
2198 Edison Ave, MS 2806
Jacksonville FL 32204-2730

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088719	
434909-2-94-22	Work Activity Code/Function:	215	Object Code:	751000	
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55022020228	
			Vendor Number:	VF596000317019	
Contract Number:	Federal Award Date:	N/A			
CFDA Number: N/A	Agency DUNS Number:				
CFDA Title: N/A					
CSFA Number: 55.004					
CSFA Title: Aviation Grant Program					

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL APT CONSTRUCT AARF BUILDING PFL0013184, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

__ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is $93,750. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $75,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

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

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. _ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. _ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. _ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. _ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. _ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

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

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

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

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

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

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

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

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. 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.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

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

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Fernandina Beach

By: ____________________________

Name: __________________________

Title: __________________________

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT CONSTRUCT AARF BUILDING PFL0013184

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power supply, back-up power supply, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the ARFF project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

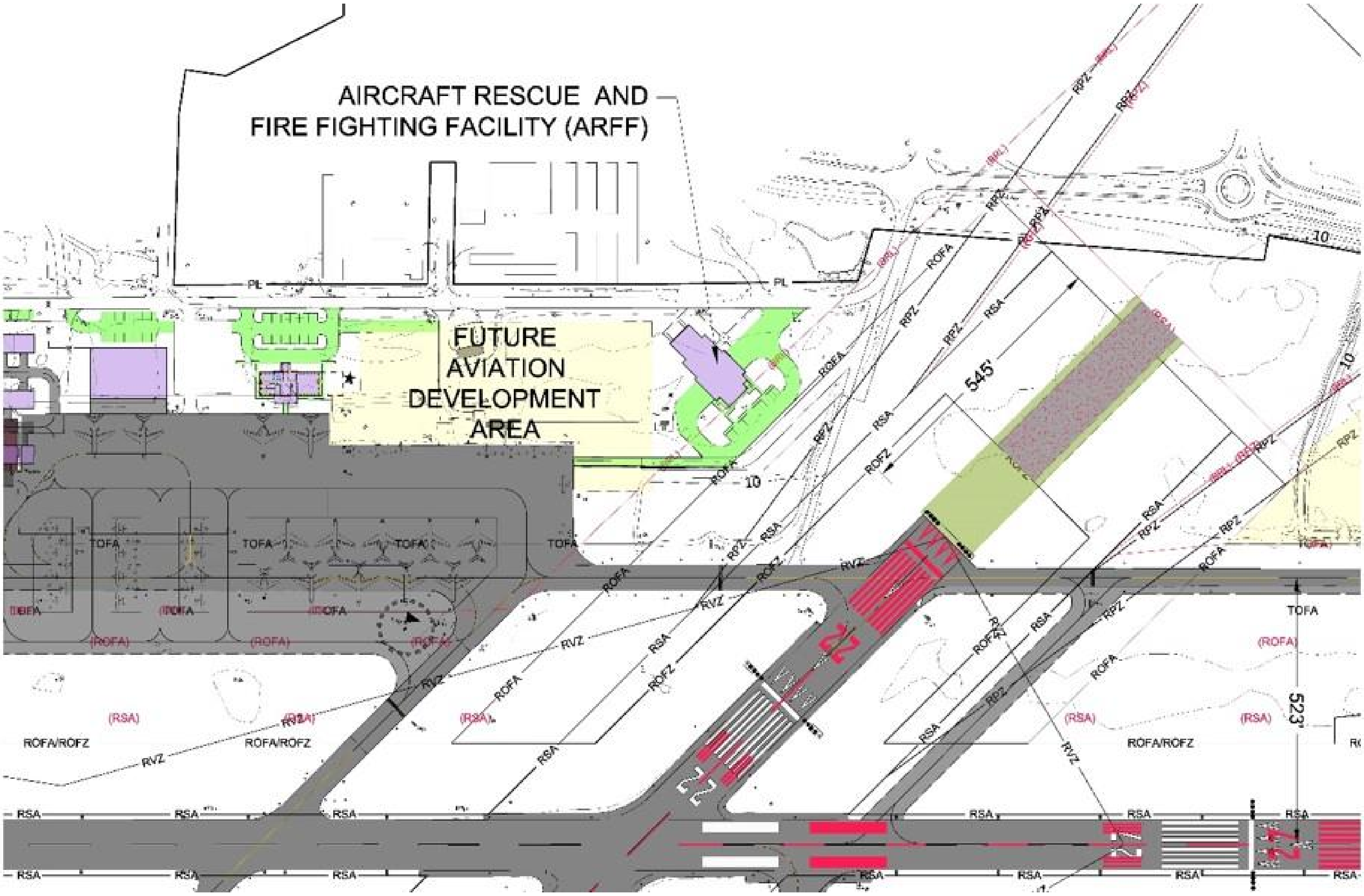
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
434909-2-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	$75,000
434909-2-94-22	LF	088719	2022	751000	55.004	Aviation Grant Program	$18,750
	Total Financial Assistance						$93,750

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$75,000.00	$18,750.00	$0.00	$93,750.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$75,000.00	$18,750.00	$0.00	$93,750.00			

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

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

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

____
Department Grant Manager Name

____
Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

   b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: ______________________________________

DEPARTMENT CONTRACT NO.: ______________________________________

FINANCIAL MANAGEMENT NO.: ______________________________________

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

By: ______________________________, P.E.

SEAL:

Name: ______________________________

Date: ______________________________

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

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

a. Florida Statutes (F.S.)

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

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

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

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

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

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

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

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

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

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

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

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

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

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

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

5. Airport Compatible Land Use.

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

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

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

6. Consistency with Local Government Plans.

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

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

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

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

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

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

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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

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

8. Airport Financial Plan.

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

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

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

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

10. Fee and Rental Structure.

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

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

11. Public-Private Partnership for Aeronautical Uses.

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

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

12. Economic Nondiscrimination.

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

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

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

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

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

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

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency 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 avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

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

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

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

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

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

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

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

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

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

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

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

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

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

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

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $75,000

*The award amount may change with amendments

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

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

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

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

Ground Operations Plan: Safety and Phasing Plan (2022 only)

for

Russo and Steele, Bonhams and Amelia Island Concours d'Elegance Events

Prepared by

City of Fernandina Beach

Safety and Phasing Plan (2022 only)

Amelia Island Concours d'Elegance, Bonhams Auction, and Russo and Steele Auction at Fernandina Beach Municipal Airport (FHB)

Events: **Amelia Island Concours d'Elegance (automotive event) and Bonhams (automobile auction event) and Russo and Steele (automobile auction event) at The Golf Club of Amelia Island & Fernandina Beach Municipal Airport (FHB)**

Contents

Events: **Amelia Island Concours d'Elegance, Bonhams Auction, and Russo and Steele Auction**

The Golf Club of Amelia Island & Fernandina Beach Municipal Airport (FHB)

1. Preface

Airport Operators and Sponsor: **City of Fernandina Beach at Fernandina Beach Municipal Airport (FHB)**

Event Operators: **The Amelia Island Concours d'Elegance Foundation (automobile event), Bonhams (automobile auction house), and Russo and Steele (automobile auction house)**

This proposed plan provides the sponsor (City of Fernandina) and the event operators (Concours d'Elegance, Bonhams, and Russo and Steele) with a general safety plan for the Amelia Island Concours d'Elegance Foundation (Concours d'Elegance),Bonhams auction, and Russo and Steele auction for 2022. This plan ensures that: proper Notice to Airmen (NOTAM) are issued; tenants/users of the Fernandina Beach Municipal Airport (Airport) are accommodated; Runway 9/27 is properly marked as closed; the runway lighting for the closed runway is turned off, and; security is provided to exclude event participants from the active part of the airfield. This one-year plan relates to unique airport/site conditions associated with the proposed event in 2022.

The safety plans include:

(1) Automobile/spectator event parking at Bailey Road (North) Parking area on the Airport for the Concours d'Elegance that is held at the Ritz Carlton, Amelia Island;
(2) Runway 9/27 (East) Parking area for spectators and ADA required parking for the Bonhams' auction site;
(3) Bonhams auction tent on the Golf Club of Amelia Island (RPZ for RWY 27);
(4) Russo and Steele auction tent to be placed on the approach end of RWY 27 with auction vehicles using the approach end of RWY 27 and Twy A, East of Rwy 4/22;
(5) Parking along TWY E for the automobile haulers (trailers) for the Concours d'Elegance held at the Ritz Carlton, Amelia Island.

This 1-year plan relates to unique airport/site conditions associated with the three simultaneous events in 2022 only.

This document will be readily available to personnel engaged in the event work, including Airport Operations, FBO Staff, the event operators, event workers and volunteers.

Definitions

Movement vs. Non-Movement Areas:

Movement areas are defined as runways, taxiways and other areas of an airport used for taxiing, air taxiing, takeoff, and landing aircraft, exclusive of loading aprons and aircraft parking areas. Non-movement areas are inside the airport security fence where aircraft and ground vehicles are not controlled by airport operations.

It is important to note that the non-movement area includes pavement traversed by aircraft. Runways or taxiways temporarily closed to aircraft become non-movement areas throughout the closure duration.

Runway and Taxiway Safety Areas:

Safety areas are a defined surface surrounding the runway or taxiway environment prepared or suitable for reducing the risk of damage to airplanes in the event of an aircraft unintentionally exiting the runway or taxiway pavement. Safety areas must be kept clear of any objects except objects on frangible couplings whose location is fixed by function. Occupancy of a safety area by any event activity requires closure of that runway or taxiway until the safety area can be cleared.

2. Overview

a) Airport Description: Airport Type - General Aviation
   - Runways and lengths RW 4/22 - 5,301 FT X 100 FT
     RW 9/27 - 5,000 FT X 100 FT
     RW 13/31 - 5,152 FT X 100 FT

b) Event Descriptions: The Amelia Island Concours d'Elegance Foundation, Inc. (Concours d'Elegance) is a public charity. Concours d'Elegance is among the top automotive events in the world. The event draws nearly 250 rare vehicles from collections around the world to the Golf Club of Amelia Island and The Ritz-Carton, Amelia Island. Since 1996, the Concours d'Elegance has donated over $2.5 million to Community Hospice of Northeast Florida, Spina Bifida of Jacksonville, The Navy-Marine Corps Relief Society, Shop with Cops, Micah's Place, and other deserving charities from Florida's First Coast. [1]

   Bonhams, one of the world's premier auction houses, will host an automobile auction to take place at the City's municipal golf course, Fernandina Beach Golf Club, which is located across the Parkway from Fernandina Municipal Airport (FHB) Runway 9/27.[2] The auction support involves three parking areas (Bailey Road, Jamestown Road, and East Parking).

[1] https://www.ameliaconcours.org
[2] https://www.bonhams.com

Russo and Steele, an auction agency specializing in European sports cars, American muscle cars, and hot rods/customs, will host an automobile auction on the approach end of Runway 27 and on Twy A, East of Rwy 4/22. The proposed placement of the auction tent for this event is the approach end of Runway 27. This tent will be secured with barricades and no holes or damage will be incurred to airport pavement. The tent placement is further described below:

1. The approximate lat/long placement of this tent is: NW Corner at +30.615460, -81.452941; NE Corner at +30615709, -81.452415; SW Corner at +30.615386, -81.452904; SE Corner at +30.615464, -81.452364.

2. The maximum height at the peak/center of the tent is 34' AGL.

3. Standard 100 watt LED lighting will be used inside the tent with downward facing stadium halogen lighting at the entry point of the tent. Portable light towers, 14' in height and downward facing, will be placed strategically across the site and at site ingress/egress points.

c) Proposed Dates/Duration: Preparation (set-up) for the Bonhams event will begin on Monday, February 21, 2022. Preparation (set-up) for the Russo and Steele events will also begin on Monday, February 21, 2022 on the approach end of Runway 27.

The actual events will begin at 8:00 AM on Wednesday, March 2, 2022 and run to 8:00 PM Sunday, March 6, 2022. Event teardown will last approximately 48 hours after completion of events on March 6, 2022.

Post-event clean-up and inspection will end at 9 AM on Wednesday, March 9, 2022.

d) The exhibit depicting event area of impacts (on ALP) - See Attachment1 for Phasing Layout Plan, instead of full ALP for clarity.

Runway 13/31 and RWY 4/22 will remain **fully functional** throughout the duration of the events.

Runway 9/27 will be **completely closed** throughout the duration of this event. Runway 9/27 will be utilized for aircraft parking, placement of the Russo and Steele auction tent and associated vehicles, and for the placement of an event tent provided by Bonhams to be placed on Golf Club of Amelia Island in the RPZ for RWY 9/27.

Taxiway E will be **closed** between TWY B and RWY 9/27 throughout the duration of the event for the storage of automobile trailers for the Concours d'Elegance. This activity will be under the supervision of the Friends of Fernandina Aviation (FOFA).

Taxiway A, between RWY 4/22 and RWY 9/27, will be **closed** for the duration of the event for placement of Russo and Steele auction vehicles.

Taxiway D, North of Taxiway A, will be **closed** from the evening of Friday March 4, 2022 until the evening of Sunday March 6, 2022.

e) As in previous years, the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard, plans to provide local Airport advisory services at the Airport duringthe Concours d'Elegance weekend.

This aviation support has **not** been confirmed as this plan is being written.

The aviation support is proposed to include Instrument Flight Rules (IFR) Clearance Delivery, and IFR arrival down time reports in support of the Federal Aviation Administration (FAA), Air Traffic Services (ATS) and general aviation use relating to the Airport.

3. Set-up & Teardown Event Schedules

Monday February 21, 2022

- Barricade East of Rwy 22 across TWY A, to and across the approach end of RWY 27, to exclude participants from the active airfield.
- NOTAM TWY A, between RWY 4/22 and RWY 9/27, closed.
- NOTAM RWY 9/27 closed.
- Place light X's at both ends of RWY 9/27.
- RWY 9/27 runway lighting are turned off and issue NOTAMs related to lighting outage(s) for closed runway.
- Barricade approach end of RWY 27, east of RWY 4/22.
- Bonhams setup begins. Only staff required for setup of tent authorized on-site, and personnel operating in this area will be monitored by airport staff.
- Russo and Steele setup begins with installation of physical barricades and equipment on the approach end of RWY 9/27 and on TWY A, East of RWY 4/22.

Sunday February 27, 2022

- NOTAM close TWY E between TWY B south of RWY 9/27.
- Barricade TWY E.
- Barricade TWY E to TWY B.
- Barricade TWY E, South of RWY 9/27.

Monday February 28, 2022

- Bonhams tent construction continues
- String rope for pedestrian crossing from the RWY 9/27 (East Parking) to the Bonham auction tent site at the Golf Club of Amelia Island.
- Complete rope stringing for the RWY 9/27 (East Parking).

Wednesday March 2, 2022 thru Saturday March 5, 2022

- Trailers arrive on Jamestown Road to park along TWY E.

- Russo and Steele Auction held Wednesday March 2, Thursday March 3 and Friday March 4, 2022.
- Bonham's Auction held Wednesday March 2 and Thursday March 3; Bonhams teardown begins Saturday March 5, 2022.
- NOTAM TWY D, North of TWY A, closed on Friday March 4, 2022
- String rope for Bailey Road (north) parking area and barricade along TWY A and across TWY D (North of TWY A) and closed RWY 18/36 on Friday March 4, 2022.
- Concours d'Elegance parking using Bailey Road (north parking) area used for event on Saturday March 5, 2022 and Sunday March 6, 2022 (see below)
- Security and security staffing are responsible for redirecting and regulating pedestrian and any automobile parking away from runways, taxiways, and all safety areas.
- Airfield inspection each morning before the event and each evening after the event.
- Teardown begins for Russo and Steele on Saturday March 5, 2022.

Sunday, March 6, 2022

- Concours parking using Bailey Road (north parking) area used for event
- Bonhams tent is fully dismantled.
- Escort trailers off TWY E.
- Remove ropes along the Bailey Road (North) Parking area and Runway 9/27 (East) Parking area after completion of Concours d'Elegance event in the evening of Sunday March 6, 2022.
- Remove barricades along TWY A, across TWY D, and across closed RWY 18/36
- Inspect and complete FOD check on TWY D (north of TWY A).
- Cancel TWY D, north of TWY A, closure NOTAM.

Tuesday, March 8, 2022

- Tents and all other equipment are removed by 5 PM on Tuesday March 8, 2022.

Wednesday, March 9, 2022

- Remove barricades on RWY 9/27 and along TWY A between RWY 4/22 and RWY 9/27.
- Inspect and complete FOD check on RWY 9/27 and TWY A between RWY 4/22 and RWY 9/27.
- Turn on runway lights
- Cancel NOTAM for closure of RWY 9/27, NOTAM(s) for associated lighting outages on RWY 9/27, and NOTAM for closure of TWY A, between RWY 4/22 and RWY 9/27.
- Remove barricades along TWY E; Inspect and complete FOD check on TWY E; Cancel TWY E closure NOTAM.

4. Airport Operations

a) Areas Impacted

The staging area for the Concours d'Elegance automobile trailer parking will be located on TWY E. The trailers will enter the Airport at the Jamestown Road entrance to TWY E. There is an extension from Jamestown Road to Taxiway E which allows for this direct access. All airfield operational areas impacted by the event shall be closed throughout the duration of the scheduled event, including set-up and tear down phases of the event. The event operators for the Runway 9/27 (East) parking as well as Russo and Steele auction events shall be required to place barricades and provide security staffing where event operation borders airport operational areas. Safety and security will direct pedestrian and automobile parking away from runways, taxiways, and all safety areas to areas identified for this purpose. Runway 9/27 will be NOTAM'd closed with lights turned off for the duration of this event. TWY A, between RWY 4/22 and RWY 9/27, will be NOTAM'd closed. TWY D, North of TWY A, will be closed for the duration outlined above.

b) Maintenance of Airport Operations

Appropriate notifications will be issued by the City of Fernandina Beach (Sponsor), airport staff with coordination assistance by the FBO and the event operators.

c) Damage Assessment and Repairs

Sponsors' staff and airport staff will conduct a detailed physical inspection of the airport area, prior to and following the event, with the event operators.

The event operators will completely (and immediately) fund the cost to repair any damage caused by the event, within 48 hours of the event.

It is anticipated that any damage will be repaired immediately (within 48 hours), at a direct cost to the event operators (not the city).

5. Safety Plan and Areas of Concern

a) Runway(s) Affected

Temporary runway closure markers, lighted "Xs" will be utilized to identify the closure of RWY 9/27.

Runway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	RSA Width in Feet Divided by 2*	Lengths	Status During Event
4/22	D	II	250 feet	5,301'x100'	Active
9/27	D	II	250 feet	5,000'x100'	Closed
13/31	D	II	250 feet	5,152'x100'	Active

*See AC 150/5300-13a, *Airport Design,* to complete the chart for a specific runway.

b) Taxiway(s) Affected

Taxiway E will be closed during the event. Barricades will be placed across Taxiway E northwest edge to prevent the trailers from pulling across the taxiway edge while the trucks are straighten the trailers prior to backing them into parking on the TWY E. Barricades will be placed along Taxiway B and south of RWY 9/27 to identify the portions of the closed taxiway.

Taxiway A, between RWY 4/22 and RWY 9/27, will be closed during the event. Barricades will be placed across TWY A, East of the approach end of RWY 22, and along the northern and eastern edges of TWY A, between RWY 4/22 and RWY 9/27.

Taxiway D, North of TWY A, will be closed during this event to provide parking within the Bailey Road (North) Parking area. Barricades will be placed across TWY D, North of TWY A, to contain vehicle parking in this location.

c) Other Airport Operating Areas Affected

As mentioned above, barricades will be placed across the approach end of RWY 27 and TWY A, east of RWY 4/22. A physical barrier will be extended between TWY A and the approach end of RWY 9/27 as shown at Attachment 1. Additionally, barricades will be placed the north side of TWY A (outside of the TOFA for TWY A) across TWY D and across the deactivated/closed RWY 18/36. Finally, barricades will be placed across TWY A, east of RWY 4/22. Unauthorized pedestrians or vehicles are not allowed at **ANYTIME** to cross active runways, runway safety areas, and aircraft movement areas.

d) Special Emergency Response

Sponsor and event operator will coordinate with local authorities for these services.

6. Protection of Runway and Taxiway Safety Areas

- Runway and Taxiway Safety Areas – Event operators and volunteers will be strategically placed to prevent crossing on open runways, runway safety areas, and aircraft movement areas. Trained personnel (flagmen/safety/security) will be placed along TWY A (Bailey Road), TWY E (Trailer Parking), on TWY E at TWY B (Trailer Parking), on TWY E south of RWY 9/27 (Trailer Parking), and along the closure border of TWY A and the approach end of RWY 27.
- Spectators/Participants will be informed prior to beginning of the event. Photos/Diagrams/Barriers depicting the event boundaries will be in place.
- Object Free Areas- Trained personnel (flagmen/safety/security) will be strategically placed to prevent incursions at Runway 13/31 and Runway 4/22. Spectators/Participants will be informed prior to beginning of the event. Photos/Diagrams/Barriers depicting the event boundaries will be in place.
- Object Free Zones- Trained personnel (flagmen/safety/security) will be strategically placed to prevent incursions at Runway 13/31 and Runway 4/22. Spectators/Participants will be briefed prior to beginning of the event. Photos/Diagrams/Barriers depicting the event boundaries will be in place.

- Threshold Criteria- Trained personnel (flagmen/safety/security) will be strategically placed at closed Runway 9/27. Spectators/Participants will be briefed prior to beginning of the event. Photos/Diagrams/Barriers depicting the event boundaries will be in place.

7. Navigation Aid (NAVAID) Protection

RWY 9/27 lighting will be turned off. Other NAVAID equipment will not be impacted during the course of these events.

8. Pedestrian Access

a) Separating Event Vehicles/Pedestrians from Airport Movement Areas: Trained personnel (flagmen/safety/security) will be strategically placed to prevent incursions at the following access points: Runway 13/31 and TWY A; the approach end of closed RWY 9/27, along TWY A and RWY 9/27, and along TWY E; the approach end of RWY 22 along TWY A. Spectators/Participants will be briefed prior to entry to the event. Barriers will be in place, and photos/diagrams will be posted to depict event boundaries.

b) Procedures and Equipment to Delineate Closed Areas from Airport Operational Areas:

- Runways and Taxiways in accordance with AC 150/5340-1, Standards for Airport Markings: Lighted "X"s will be used on Runway 9/27 to identify the runway as closed.
- Temporary lighting (to be analyzed for impacts to pilots by FAA): No temporary lighting will be used.

c) Barricades: Barricades will be utilized for taxiway access closures, the RWY 9/27 closure, the TWY E closure, the TWY A closure, the TWY D (north of TWY A) closure, and entry point from the Bailey (North) parking to TWY A.

d) Required compliance of event personnel with all airport safety and security measures: Sponsor's airport staff, FBO personnel and operators' staff will maintain safety and security measures.

e) Radio Communications:

Only Sponsor's airport staff, FBO personnel and trained event operators' staff will maintain communications with air and ground personnel.

f) Event vehicle identification: Event vehicles will be equipped with flashing amber beacons.

g) Emergency response plan: Sponsor and event operators will coordinate with local authorities for these services.

h) Foreign object debris (FOD) control provisions: Trained personnel will manage FOD control during the event. The Sponsor's airport staff will conduct post-event inspection prior to re-opening airfield areas.

i) HAZMAT management (if necessary): Not expected to be necessary for this event. Event operators to coordinate with local fire and emergency officials during planning and operation of the event.

j) Airport inspection requirements: Sponsor's airport staff will conduct post-event inspection prior to re-opening closed areas. (*See AC 150/5320-12C, Chapter 4*)

k) Procedures for locating and protecting utilities (airfield lighting lines, etc.): Safety and Security staffing will assist to protect these assets.

l) Notices to Airmen (NOTAMs): The City/Airport Manager or his assigned official will issue appropriate NOTAMs three days prior to the event and cancel the NOTAMs afterwards.

m) Tenant Advisory: Sponsor has notified tenants about the event via email, FBO interaction and public forums (Airport Advisory Board and City Commission Meeting). There were no objections or complaints from tenants or airport users following last year's event.

9. Responsibilities

a) Airport Management: Sponsor's airport staff, FBO staff and event operators' staff will monitor and direct on-airfield activities.

b) Event Operators: Event operators will be responsible to recruit and train volunteers from the local aviation community (FBO, EAA, CAP) to work on-site for the event.

c) Tenants: Tenants in the North terminal area will use caution during this event. Tenants will be able to access parking aprons, hangars, Runway 13/31, and Runway 4/22. No other operational/mitigation plan will be necessary during the event.

10. Airport Revenue

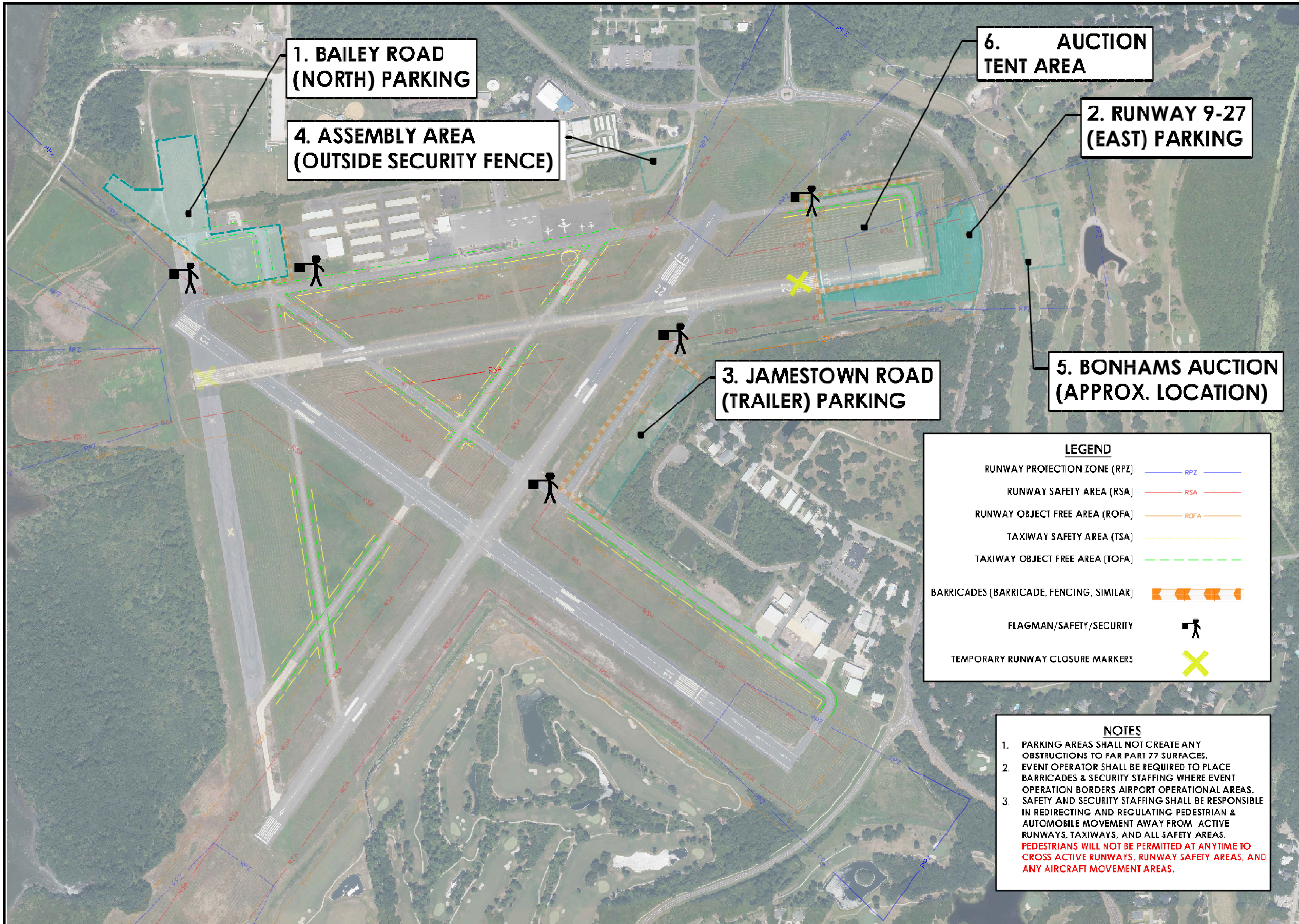
a) The event operators will provide a direct payment to the City for the area of the airport used in 2020. The direct payment to the Airport Department of the City will be **$89,099.00.**

b) The operators also will be fully responsible to provide comprehensive insurance for the event.

c) The operators also will be fully responsible for immediate repairs of any damage caused by the event, within 48 hours of completion of the event (*see AC 150/5320-12C, Chapter 4*).

d) The operators also will be responsible to provide a maintenance bond, to be held by the City until final inspection and repairs (if any) to the airport are complete.

11. Airport Safety Plan Layout (Attachment 1)



PASSERO ASSOCIATES
Engineering • Architecture
www.passero.com

Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
13453 N. Main Street (904) 757-6106
Jacksonville, FL. 32218 Fax: (904) 757-6107
Certificate of Authorization # 3428
Principal-in-Charge Andrew M. Holesko, C.M.
Project Architect
Email:
Project Engineer

Revisions

No.	Date	By	Description

Attachment 1

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99047.0066P1

Drawing No.
1

Date
September 2019

FIRST AMENDMENT
TO NON-AERONAUTICAL RENTAL AND USE AGREEMENT. FOR PROPERTY LOCATED AT THE FERNANDINA BEACH MUNICIPAL AIRPORT

WHEREAS, on January 2, 2018, the **CITY OF FERNANDINA BEACH, FLORIDA** (hereinafter referred to as "LESSOR" or "City,") entered into a NON-AERONAUTICAL RENTAL AND USE AGREEMENT (hereinafter referred to as the "Agreement") with **RUSSO AND STEELE LLC.** (hereafter referred to as "Tenant") for rental and use of property at the Fernandina Beach Municipal Airport; and

WHEREAS, both parties now desire to amend Section 3 and Section 4 of the Agreement; and

NOW THEREFORE, based on mutual consideration, the sufficiency of which is agreed to between the parties, the parties hereby agree to amend the Agreement as follows:

3. Term. The Agreement is a ten (10) year agreement, and commencing on January 1, 2019, and continuing, being automatically renewed each year until March 31, 2028 ("the Initial Term"), following the last of the annual events under this Agreement, unless otherwise terminated under the terms of this Agreement. Tenant's Dates of Use of the Rented Premises for each Event shall include fifteen (15) days, which dates will be approved in writing by City each year, for use of the Rented Premises shown in the sketch at Exhibit "1". The Dates of Use will coincide with the annual Amelia Island Concours d'Elegance event. To the extent the dates of the Amelia Island Concourse d'Elegance Tenant's change, the Dates of Use for the Tenant's Event are also subject to change at the Tenant's discretion. Tenant must request tentative dates for use of the Rented Premises in writing to City, no later than October 1 of each year or within thirty (30) days of the Tenant receiving notice of the posting of the dates or revised dates for the Amelia Island Concours d'Elegance to ensure an accurate submission of the annual Safety Plan to the Federal Aviation Administration (FAA). City will provide approved Dates of Use within ten (10) calendar days of the request. In the event that Tenant does not intend to use the rented premise for the succeeding Concours d'Elegance event year, it must provide written notice to the LESSOR by December 1. In the event that Tenant provides written notice that it does not intend to use the premise for the succeeding year, or if Tenant fails to provide written notice of intent to LESSOR by December 1, then LESSOR may, at its sole discretion, rent or use the premise as it deems appropriate for the succeeding Concours d'Elegance event year without any reimbursement of fees to Tenant.

4. Fee.

4.1 Fee Computation. The Tenant will, in 2019, pay a Special Event fee to the City in the amount of $55,000 ($3,666 per day for fifteen days). In all future years, an initial non-refundable deposit of $20,000 is due and payable on October 1 of each year under this agreement. Following payment on October 1, the remaining event fee balance must be paid to the LESSOR no later than March 1, or, in the event March 1 falls on a weekend or holiday, the next business day. If Tenant provides written notice by December 1 that it does not intend to conduct an event during the succeeding annual Concours d'Elegance events, the remaining balance shall not be due to LESSOR. If Tenant fails to make a deposit as described above, it will be considered a termination of this agreement and the LESSOR has no continued obligation to hold future dates for Tenant.

4.2 Future Fees. The rental rate defined in Section 4.1 will be increased by three (3) percent each year and the adjusted rate will be effective for rent payment due by March 1 of each year.

All other sections of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this First Amendment to the Non-Aeronautical Rental and Use Agreement dated January 2, 2018 as of _________________________, 2021.

CITY OF FERNANDINA BEACH, FL

____
By: Dale L. Martin
Its: City Manager

ATTEST:

____
By: Caroline Best
Its: City Clerk

APPROVED AS TO FORM:

____
By: Tammi E. Bach
Its: City Attorney

RUSSO AND STEELE LLC

____
By: Andrew M. Alcazar
Its: CEO/Owner

ATTEST:

MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: August 12, 2021

RE: MONTHLY REPORT

- On April 20th, the City Commission awarded construction of six new hangar units to Scherer Construction of North Florida. The construction contract has been executed and a Notice to Proceed has been issued. The steel and building components have been ordered, but a timeline for delivery of materials has not yet been established. Site work will commence following delivery of building components.

- The airport's fuel farm rehabilitation project is now complete with the exception of one punch-list item which is scheduled for resolution on August 6th. Pending completion of this punch-list item, final invoices and grant reimbursement/closeout will be processed.

- The airport has received an FAA grant offer for the design phase of the transient apron rehabilitation project. The grant will provide for 100% reimbursement of eligible expenses. This grant offer and the design work order will be reviewed at the upcoming AAC meeting prior to presentation to the City Commission on 17 August. This project is consistent with the airport's 5-year CIP. The construction phase of this project is scheduled/programmed to occur next year.

- During the 2 February City Commission meeting, the City Commission provided direction to City staff to move forward with assuming the in-house responsibility for collection and disposal of yard debris within the City limits. The City, at one time, utilized the dirt mound adjacent to Ybor Alvarez to stage yard debris, and has requested use of this property again for this purpose. A draft lease for this proposed use has been provided to the FAA for review, and the airport is awaiting a response. Estimated lease revenue for this lease is $31,000 per year to the airport fund. The FAA has indicated that review of such proposals/leases is taking longer than normal due to implementation of new legislation regarding use of non-aeronautical properties at airports.

- An additional grant program providing relief funds to airports has been announced. $32,000 will be offered to FHB under this program. This grant program will be similar to the CARES and CRSSA funds, which can be used to offset operational expenses of the airport. Once a grant offer is received, it will be provided to the City Commission for consideration.

- The airport recently received a proposal from World Skydive to open a second skydive operation at the airport. This proposal was shared with the FAA Orlando ADO for feedback along with the airport's minimum standards and existing ground lease/drop zone permit. An update on this discussion will be provided to the AAC at the upcoming meeting.

- An invitation to bid for the proposed public/airport fire station was released on July 7, 2021 and the bid opening is scheduled for August 26th. The Phase 1 FDOT grant agreement has been provided to the City (providing for $75,000 in grant funding), and the agreement will be reviewed at the upcoming AAC meeting prior to presentation to the City Commission on 17 August. A subsequent grant is programmed, contingent upon funding, in the next State fiscal year for an additional $500,000 in support of this project.

- The airport completed a project to sealcoat the center section of T-Hangar taxilanes on July 27th and July 28th. Many thanks to the tenants for their patience as the airport completed this work.

- The airport has carried a vacant part-time staff assistant position over the past two fiscal years, but has held off on advertising the position. This position was advertised and three individuals were interviewed on 3 August. It is anticipated that this position will be filled within the month of August.