

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, July 18, 2018
Council Chambers – City Hall
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, July 18, 2018 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and may also be heard on the radio on 1650 AM.

I. ROLL CALL

MITCHELL FOGEL	CHAIR
MELVIN POLLACK	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
CHERYL BUDD	BOARD MEMBER
GENE FOLDEN	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
BOB TUCKER	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of June 20, 2018.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon

which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and /or to extend the allotted time per speaker.

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the June 2018 Financial Report.

Consider a Motion for approval of the Financial Report for June 2018.

VIII. TENANT REPORTS AND REQUESTS

A. Civil Air Patrol Request for additional financial support.

B. Apex Parks Group, LLC Lease and Operating Agreement.

Consider Resolution No. 07-18-18 of the Boca Raton Airport Authority amending the terms of the Apex Parks Group, LLC Lease and Operating Agreement Assignment and Assumption Agreement and Consent of Landlord.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of June 2018.

B. Corporate Identity and Community Engagement Program Update.

C. Request to award Tropic Fence, Inc. the Airside Operations Area Security Gate Improvements Project Contract.

Consider Resolution No. 07-19-18 of the Boca Raton Airport Authority awarding Invitation to Bid No. 2018-BRAA-0004 Airside Operations Area Security Gate Improvements contract to the sole, responsive bidder Tropic Fence Inc. in the amount of \$200,173.00

D. Boca Raton Airport Authority Fee Schedule.

Consider Resolution No. 07-20-18 of the Boca Raton Airport Authority adopting the annual Airport Fee Schedule in accordance with the Accounting Policy.

E. Airport Management Request for a Fourth Authorized Board Check Signer.

Consider a Motion of the Boca Raton Airport Authority Authorizing Gene Folden as the fourth signer of checks.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Board Member Assignments to Various Projects.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for August 15, 2018 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
June 20, 2018
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Mitchell Fogel	Chair
Melvin Pollack	Vice-Chair
Randy Nobles	Secretary/Treasurer
Cheryl Budd	Board Member
Gene Folden	Board Member
James R. Nau	Board Member
Bob Tucker	Board Member

COUNSEL

Amy Petrick, Esquire – Lewis Longman Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Robert Abbott, Operations Coordinator
William Urbanek, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the May 16, 2018 Regular Meeting was made by Ms. Budd and seconded by Mr. Pollack. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

ELECTION OF OFFICERS

Ms. Petrick gave an overview of the Bylaws in relationship to the Election of Officers.

Ms. Budd nominated Mr. Fogel for Chair and Mr. Pollack seconded the nomination. Mr. Fogel was unanimously elected Chair.

Mr. Folden nominated Mr. Pollack for Vice-Chair, Mr. Nau seconded the nomination. Mr. Pollack was unanimously elected Vice-Chair.

Mr. Folden nominated Mr. Nobles for Secretary/Treasurer, Ms. Budd seconded the nomination. Mr. Nobles was unanimously elected Secretary/Treasurer.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

There were no public requests.

FINANCIAL REPORT

Mr. Nobles and Ms. Camilo presented the Financial Report for May 2018.

A MOTION to approve the Financial Report for May 2018 was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

Mr. Tony Grau, Founding Partner, Grau & Associates presented the Audit Report for the fiscal year ending September 30, 2017.

A discussion ensued.

A MOTION to approve Resolution 06-11-18 of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Financial Statements, Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and the Independent Auditor's Reports for the fiscal year ending September 30, 2017 was made by Mr. Pollack and seconded by Mr. Tucker. The Motion carried unanimously.

Mr. Nobles provided an overview of the Boca Raton Airport Authority's Investment Report.

Ms. Camilo presented the 2018 Investment Report.

TENANT REPORTS AND REQUESTS

Mr. Kohut provided an update on the Lynn University Sign that was recently installed.

Mr. Matthew Chalous, Director of Auxiliary Services, from Lynn University spoke regarding the newly installed monument sign.

A MOTION to approve Resolution No. 06-12-18 of the Boca Raton Airport Authority authorizing final approval to Atlantic Aviation – Boca Raton, LLC for permanent, exterior roadway and building signage improvements for Lynn University as constructed was made by Mr. Nau and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett presented the proposed Fourth Amendment to the Premier Aviation of Boca Raton, LLC Lease.

Mr. Hamid Hashemi, CEO Premier Aviation of Boca Raton, LLC answered questions regarding the plans for their leasehold.

A discussion ensued.

A MOTION to approve Resolution No. 06-13-18 of the Boca Raton Airport Authority approving a Fourth Amendment to the Premier Aviation of Boca Raton, LLC Lease was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett provided an updated on the completed renovations at Cinemark.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Abbott presented the Noise Abatement/Operations Summary for the month of May 2018.

Ms. Budd outlined the process followed to select a firm for the Airport Marketing and Advertising Consulting Services RFP.

Ms. Landers presented the findings and recommended approval of Resolution No. 06-14-18.

A discussion ensued.

A MOTION to approve Resolution No. 06-14-18 of the Boca Raton Airport Authority authorizing an Agreement with Pace Communications Group, Inc. for Marketing and Advertising Consulting Services for a period of three (3) years with two one (1) year renewal options at the Authority's option was made by Mr. Nobles and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett presented a Joint Participation Agreement for Financial Project No. 423957-2-94-01 with the State of Florida Department of Transportation to Expand Airport Road and Utility Corridor – Design and Construction at the Boca Raton Airport.

A discussion ensued.

A MOTION to approve Resolution No. 06-15-18 of the Boca Raton Airport Authority accepting the Joint Participation Agreement with the State of Florida Department of Transportation for Expansion of Airport Road and Utility Corridor – Design and Construction at the Boca Raton Airport was made by Mr. Folden and seconded by Mr. Nobles. The Motion carried unanimously.

Ms. Bennett presented a Joint Participation agreement for Financial Project No. 437967-1-94-01 with the State of Florida Department of Transportation for Storm Drainage System Upgrades at Boca Raton Airport.

A MOTION to approve Resolution No. 06-16-18 of the Boca Raton Airport Authority accepting the Joint Participation Agreement with the State of Florida Department of Transportation for Storm Drainage System Upgrades at the Boca Raton Airport Authority was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett presented the Statewide Mutual Aid Agreement.

A MOTION to approve Resolution No. 06-17-18 of the Boca Raton Airport Authority approving a Statewide Mutual Aid Agreement between the Boca Raton Airport Authority and the State of Florida Division of Emergency Management was made by Mr. Folden and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett provided an update on the new Customs and Border Protection facility.

Mr. Folden inquired about how after-hours flights are handled.

Ms. Bennett presented a Year-to-Date 2018 Business Objectives Update.

Mr. Folden asked for an update on the EMAS system.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Nobles welcomed Bob Tucker to the Airport Authority Board.

Mr. Tucker thanked the City Council for his appointment, and said he is looking forward to being a part of this Board.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, July 18, 2018 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 8:00 p.m.

Mitchell Fogel, Chair

Date

Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: July 18, 2018
RE: **Financial Report – June 2018**

AGENDA ITEM – VII – A

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the nine months ending June 30, 2018.

Total Operating Revenues as of June 30, 2018 were \$3,086,055, an increase of \$311,479 or 11.2% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue during the Presidential visits.

Total Non-Operating Revenues and Capital Contributions as of June 30, 2018 were \$343,901.

Total Operating Expenses as of June 30, 2018 were \$1,726,036 a decrease of \$560,664 or 24.5% compared to budget. Significant variances in expenses compared to budget for the nine months ending June 30, 2018 are as follows:

- Project expenditures are down \$247,136 or 73.4% to budget, primarily due to the projects anticipated to begin in the third quarter.
- Airport Operations expenditures are down \$75,441 or 21.2% to budget, primarily due to expenses being lower than anticipated.
- Customs Facility expenditures are down \$142,686 or 76.6% to budget, primarily due to Customs and Border Protection operating expenses not yet incurred.

- Legal Service expenditures year to date are detailed below, including a breakdown of costs for board member related matters and capital projects.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
GENERAL	\$ 6,914	\$ 11,408	\$ 2,600	\$ 6,586	\$ 3,878	\$ 5,864	\$ 5,321	\$ 5,599	\$ 5,930	\$ -	\$ -	\$ -	\$ 54,099
BOARD	\$ 936	\$ 7,854	\$ -	\$ 2,096	\$ 390	\$ -	\$ -	\$ -	\$ 2,298	\$ -	\$ -	\$ -	\$ 13,573
CUSTOMS	\$ 208	\$ 208	\$ -	\$ 780	\$ 910	\$ 3,588	\$ -	\$ 709	\$ 1,040	\$ -	\$ -	\$ -	\$ 7,443
EMAS	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650

Total Capital Expenditures as of June 30, 2018 were \$904,637. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility, Task 41 – Security Enhancements, Task 42 – EMAS, and Task 48 – Electrical Vault of the Capital Improvement Program. Of the total \$904,637 in Capital Expenditures, \$8,093 were attributable to project-related legal fees, while \$0 were attributable to Capital Outlay.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Nine Months Ending June 30, 2018
(unaudited)

Summary Results

	FY 2018 Annual Budget	FY 2018 June Actual	FY 2018 June Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,699,435	\$ 3,086,055	\$ 2,774,576	\$ 311,479	11.2%
Operating Expenses	\$ 3,048,934	\$ 1,726,036	\$ 2,286,701	\$ (560,664)	-24.5%
Operating Income/(Loss) before Depreciation	\$ 650,500	\$ 1,360,019	\$ 487,875	\$ 872,143	178.8%
Depreciation	\$ 1,486,832	\$ 1,115,124	\$ 1,115,124	\$ -	0.0%
Net Operating Income/(Loss)	\$ (836,332)	\$ 244,895	\$ (627,249)	\$ 872,143	-139.0%
Non-Operating Revenues	\$ 359,071	\$ -			
Income/(Loss) before Capital Contributions	\$ (477,261)	\$ 244,895			
Capital Contributions from State and Federal Grants	\$ 3,648,160	\$ 343,901			
Change in Net Position	\$ 3,170,899	\$ 588,795			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Nine Months Ending June 30, 2018
(unaudited)

Revenue Summary

	FY 2018 Annual Budget	FY 2018 June Actual	FY 2018 June Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 2,985,111	\$ 2,304,848	\$ 2,238,833	\$ 66,015	2.9%
Fuel Flowage Fees	\$ 475,000	\$ 672,827	\$ 356,250	\$ 316,577	88.9%
Customs Facility Revenue	\$ 108,000	\$ 7,440	\$ 81,000	\$ (73,560)	-90.8%
Interest Income	\$ 58,500	\$ 42,364	\$ 43,875	\$ (1,511)	-3.4%
Other Revenue	\$ 72,824	\$ 58,576	\$ 54,618	\$ 3,958	7.2%
Total Operating Revenues	\$ 3,699,435	\$ 3,086,055	\$ 2,774,576	\$ 311,479	11.2%
FDOT Grants	\$ 359,071	\$ -			
Non-Operating Revenues	\$ 359,071	\$ -			
FDOT Grants	\$ 2,514,615	\$ 343,241			
FAA Grants	\$ 286,480	\$ 660			
Capital Contributions from State and Federal Grants	\$ 2,801,095	\$ 343,901			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Nine Months Ending June 30, 2018
(unaudited)

Expense Summary

	FY 2018 Annual Budget	FY 2018 June Actual	FY 2018 June Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 996,778	\$ 733,161	\$ 747,584	\$ (14,423)	-1.9%
Professional Services	\$ 219,800	\$ 108,649	\$ 164,850	\$ (56,201)	-34.1%
Office Operating Expenses	\$ 241,679	\$ 170,697	\$ 181,259	\$ (10,563)	-5.8%
Airport Operations	\$ 474,820	\$ 280,674	\$ 356,115	\$ (75,441)	-21.2%
Insurance Expense	\$ 183,128	\$ 103,747	\$ 137,346	\$ (33,599)	-24.5%
ATCT Facility	\$ 54,432	\$ 26,473	\$ 40,824	\$ (14,351)	-35.2%
Customs Facility	\$ 248,478	\$ 43,673	\$ 186,358	\$ (142,686)	-76.6%
Marketing & Special Events	\$ 180,980	\$ 169,470	\$ 135,735	\$ 33,735	24.9%
Projects	\$ 448,839	\$ 89,493	\$ 336,629	\$ (247,136)	-73.4%
Total Operating Expenses	\$ 3,048,934	\$ 1,726,036	\$ 2,286,701	\$ (560,664)	-24.5%
Capital Outlay	\$ 35,000	\$ -			
Capital Improvement Program	\$ 3,661,644	\$ 904,637			
Total Capital Expenditures	\$ 3,696,644	\$ 904,637			



Boca Raton Airport Authority
Balance Sheet Summary
June 30, 2018
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 456,717	Accounts Payable	\$ 480,760
Receivables	\$ 115,388	Due to Other Governments	\$ 54,270
Due From Other Governments	\$ 696,813	Compensated Absences, short-term	\$ 29,306
Money Markets	\$ 360,929	Deferred Rent Income	\$ 141,538
Certificates of Deposit	\$ 6,990,825		
Certificates of Deposit, Restricted	\$ 181,773		
Other Assets	\$ 157,380		
		Total Current Liabilities	\$ 705,874
Total Current Assets	\$ 8,959,825	Non-Current Liabilities	
Non-Current Assets		Security Deposits	\$ 167,879
Rent Receivable	\$ 467,943	Compensated Absences, long-term	\$ -
Capital Assets			
Land	\$ 1,791,886	Total Non-Current Liabilities	\$ 167,879
Avigation Easements	\$ 4,835,961		
Project in Progress	\$ 21,637,530	Total Liabilities	\$ 873,753
Buildings	\$ 2,854,224	Capital	
Land Procurement	\$ 955,070	Florida Operations Trust Fund	\$ 267,950
Leasehold Improvements	\$ 8,220,981	Retained Earnings	\$ 38,047,882
Furniture, Fixtures, and Equipment	\$ 2,742,245	Contributed Capital - Federal	\$ 317,029
Infrastructure	\$ 13,646,351	Contributed Capital - State	\$ 6,430,281
Less Accumulated Depreciation	\$ (19,586,326)	Net Income	\$ 588,795
Total Non-Current Assets	\$ 37,565,866	Total Capital	\$ 45,651,937
Total Assets	\$ 46,525,690	Total Liabilities & Capital	\$ 46,525,690



Memo

To: Mitchell Fogel, Chair and Board Members

From: Robert Abbott, Operations Coordinator

Date: July 18, 2018

RE: **Civil Air Patrol Request**

AGENDA ITEM – VIII-A

Airport management has received a request from the Civil Air Patrol (CAP) for an additional donation of \$4,486.50 to cover an increase in the rent for their two hangars through October 2018. This increase will bring the total annual donation for the 2018 fiscal year at \$19,377.26. Additionally, \$18,000 will be included in the 2019 fiscal year proposed budget to cover the request for next year's hangar rent donation.

Representatives from CAP will be in attendance at the meeting to answer any questions regarding the request.



BOCA RATON COMPOSITE SQUADRON
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
3980 Airport Road, Bldg 5, Hangar 1A
Boca Raton FL 33431-6413
(561) 900-0323 www.capboca.org



1 Jul 2018

Robert Abbott, Operations Coordinator
Boca Raton Airport Authority
903 N.W. 35th Street
Boca Raton, FL 33431

Dear Mr. Abbott,

As you know, the hangar ownership for BAO has recently changed. I have been advised by the new owner that our rent will increase effective 1 July 18. The Boca Raton Airport Authority (BRAA) has already allocated funding for our hangars through 30 September 2018 based on the previous rates from Fairman. We would request additional funding of \$4,486.50 from BRAA to meet the cost increase and cover funding of both hangars through 31 October 2018.

Our current meeting hangar lease (#51A) was funded with no expected increase at \$456.25 from 1 Jul 18 to 30 Sep 18 and included a \$456.25 deposit and \$456.25 for last month's rent (which was used from 1 Jun 18 to 1 Jul 18). So the difference is \$93.75 per month for 3 months (1 Jul 18 – 30 Sep 18 for \$281.25) plus an additional \$93.75 to cover the deposit (\$550 - \$456.25 already submitted) plus \$550 for last month's rent. We would also like to extend the lease one additional month (\$550) until 31 October 2018 to allow 30 days after the BRAA fiscal year starts to receive our annual funding and sign the leases. This would be a total request of \$1,475.00 to cover increase of the meeting hangar until 31 Oct 18.

Our current aircraft hangar lease (#51) was funded at the expected increase of \$829.50 from 1 Jul 18 to 30 Sep 18 and included a \$200 deposit and \$783.50 for last month's rent (which was used from 1 Jun 18 to 1 Jul 18). So the difference is \$120.50 per month for 3 months (1 Jul 18 – 30 Sep 18 for \$361.50) plus an additional \$750 to cover the deposit (\$950 - \$200 already submitted) plus \$950 for last month's rent. We would also like to extend the lease one additional month (\$950) until 31 October 2018 to allow 30 days after the BRAA fiscal year starts to receive our annual funding and sign the leases. This would be a total request of \$3,011.50 to cover increase of the aircraft hangar until 31 Oct 18.

This would be a total request of \$4,486.50 to cover both hangars through the fiscal year and ending on 31 October 2018.

Again, I would like to thank the Boca Raton Airport Authority Board and Staff for their continued support of the United States Air Force Auxiliary Civil Air Patrol unit at Boca Raton airport! As always, we are at your disposal to serve as needed. If you have any questions, please let me know. I may be reached at mharding@flwg.us or (954) 658-8618 (Cell).

Very Sincerely,

MICHAEL T. HARDING, Lt Colonel, CAP
Commander



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: July 18, 2018

RE: **Apex Parks Group, LLC Lease and Operating Agreement**

AGENDA ITEM – VIII - B

At the April 16, 2014 Boca Raton Airport Authority (BRAA) meeting, the Board approved a request from Festival Fun Parks, LLC and Apex Parks Group, LLC ("Apex") for its consent to assignment of the Boomers! Lease.

The Authority's consent was conditional upon the delivery by Apex of a security deposit in the form of a letter of credit in an amount equivalent to one full year's financial obligation of the tenant to the BRAA, totaling \$380,150.40. The letter of credit is required to remain in place for 5 years, through September 18, 2019, unless an event of default occurs within that period.

Apex is requesting an early release of the security deposit and, if approved, intends to use the funds to make new improvements to the property. Apex has not defaulted in its obligations under the lease and is responsive to operational issues.

Airport Management recommends approval of Resolution 07-18-18 amending the terms of the Apex Parks Group, LLC Lease and Operating Agreement Assignment and Assumption Agreement and Consent of Landlord.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-18-18

A Resolution of the Boca Raton Airport Authority modifying the conditions for its approval of the request of Festival Fun Parks, LLC to assign its Lease and Operating Agreement and assets at the Boca Raton Airport to Apex Parks Group, LLC, as expressed in Resolution No. 04-17-14

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, on June 12, 1991, the Authority entered into a Lease and Operating Agreement (the "Lease") with Boca Arena, Inc., to develop a sports and recreation complex on Airport Land designated for non-aviation use;

WHEREAS, on April 7, 1993, Boca Arena, Inc., assigned its rights in the Lease to Boomer's Sports and Recreation Center, Inc., which subsequently assigned its rights in the Lease to Festival Fun Parks, LLC ("Festival"), a Delaware limited liability company, on September 2, 1998;

WHEREAS, on March 6, 2014, Festival entered into an Asset Purchase Agreement (the "APA") with TZEW, LLC, a Delaware limited liability company, and pursuant to the APA, TZEW, LLC, would acquire the Lease, which it may transfer to another entity, along with numerous other assets;

WHEREAS, on April 16, 2014, pursuant to Resolution No. 04-17-14, the Authority conditionally approved the request of Festival Fun Parks, LLC to assign its Lease and Operating Agreement and assets at the Boca Raton Airport to Apex Parks Group, LLC ("Apex");

WHEREAS, the Authority agreed to modify the conditions for its consent to the assignment, as required by the Lease, to facilitate the assignment pursuant to Resolution No. 05-21-14; and

WHEREAS, the Authority agrees to further modify the conditions of its consent to the assignment by releasing Apex of its obligation to deliver a security deposit in the amount of \$380,150.40 throughout the period ending September 18, 2019.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JULY 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the modification to the Additional Conditions.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 07-18-18.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-18-18.**

ADOPTED by the Boca Raton Airport Authority this 18th day of July 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

Apex Parks Group, LLC
27061 Aliso Creek Road Suite 100
Aliso Viejo, California 92656

June 25, 2018

Clara Bennett
Executive Director
Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431

Re: Lease and Operating Agreement, dated as of June 12, 1991, by and between Boca Raton Airport Authority ("Landlord") and Apex Parks Group, LLC ("Tenant"), as successor in interest to Festival Fun Parks LLC ("Assignor"), as amended by First Amendment to Lease and Operating Agreement dated April 20, 1992, Second Amendment to Lease and Operating Agreement dated December 9, 1992, Third Amendment to Lease and Operating Agreement dated March 17, 1993, Fourth Amendment to Lease and Operating Agreement dated April 21, 1993, Fifth Amendment to Lease and Operating Agreement dated April 22, 1994, Sixth Amendment to Lease and Operating Agreement dated September 20, 1995, Seventh Amendment to Lease and Operating Agreement dated March 1, 1997, Eighth Amendment to Lease and Operating Agreement dated April 16, 1997, Ninth Amendment to Lease and Operating Agreement dated September 4, 1998, Tenth Amendment to Lease and Operating Agreement dated April 1, 2011 and that certain Assignment and Assumption of Lease effective as of September 18, 2014, by and between, Landlord, Tenant and Assignor (the "Assignment of Lease" and collectively with the foregoing listed documents, the "Lease") for the premises described as **Boomers! Boca Raton and located at 3100 Airport Road, Boca Raton, Florida 33431** (the "Premises")

Dear Ms. Bennett:

Reference is made to the Lease and the Assignment of Lease. The purpose of this letter is to request the early release of the security deposit currently held by Landlord in the form of a letter of credit in the amount of Three Hundred Eighty Thousand One Hundred Fifty and 40/100 Dollars (\$380,150.40) (the "Security Deposit"). Tenant respectfully requests that the Security deposit be returned to Tenant as soon as possible. The early return of the Security Deposit will permit Tenant to make new improvements to the Premises.

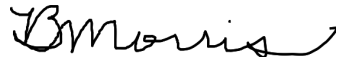
As background, you will recall that Landlord's consent to the assignment of the Lease to Tenant and release of the Assignor was conditioned upon the delivery of the Security Deposit to Landlord to be held for five (5) years and then returned to Tenant. The Assignment of Lease states: "If Tenant is not then in default in its obligations under Article VI of the Lease beyond all applicable notice and cure periods, then on the fifth (5th) anniversary of the date that Assignee delivers the Security Deposit to Landlord, the Security Deposit shall be returned to Tenant."

Ms. Clara Bennett
Executive Director
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To date, Tenant has not defaulted in its obligations under Article VI of the Lease (payment of rent). The Security Deposit would otherwise be returned to Tenant on September 18, 2019. The requested early return is a little more than one (1) year prior to such original date.

The Lease and Assignment of Lease are enclosed for your convenience. Please let me know if I may provide additional information or if you have any questions. We greatly appreciate your support as we continue to improve Boomers! Boca Raton.

Sincerely yours,

A handwritten signature in black ink, appearing to read "B. Morris". The signature is fluid and cursive, with a large initial "B" and a long, sweeping underline.

Brenda Morris
Chief Financial Officer

BM/ss
Enclosures

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LANDLORD

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LANDLORD (this "Assignment") is by and among FESTIVAL FUN PARKS, LLC ("Assignor"), APEX PARKS GROUP, LLC, a Delaware limited liability company ("Assignee") and BOCA RATON AIRPORT AUTHORITY ("Landlord") and is effective as of the date (the "Effective Date"). and at the time, of, and contingent upon the closing of the Transaction (as defined below).

RECITALS

WHEREAS, Assignor, as tenant, and Landlord, as landlord, are parties to that certain Lease and Operating Agreement, dated as of June 12, 1991, as amended by that certain First Amendment to Lease and Operating Agreement dated April 20, 1992, Second Amendment to Lease and Operating Agreement dated December 9, 1992, Third Amendment to Lease and Operating Agreement dated March 17, 1993, Fourth Amendment to Lease and Operating Agreement dated April 21, 1993, Fifth Amendment to Lease and Operating Agreement dated April 22, 1994, Sixth Amendment to Lease and Operating Agreement dated September 20, 1995, Seventh Amendment to Lease and Operating Agreement dated March 1, 1997, Eighth Amendment to Lease and Operating Agreement dated April 16, 1997, Ninth Amendment to Lease and Operating Agreement dated September 4, 1998, and Tenth Amendment to Lease and Operating Agreement dated April 1, 2011 (collectively, the "Lease"), described as Boomers! Boca Raton and located at 3100 Airport Road, Boca Raton, Florida 33431 (the "Premises").

WHEREAS, Assignor desires to sell, and Assignee desires to purchase certain assets and liabilities of Assignor (the "Transaction"), including, without limitation, all of Assignor's right, title and interest under the Lease.

WHEREAS, Assignor and Assignee have requested and Landlord has agreed to enter into this Assignment to acknowledge its consent, contingent upon the closing of the Transaction, to the assignment of the Lease to Assignee, among other items set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

AGREEMENTS

1. Definitions. Those capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Lease.

2. Assignment, Acceptance and Assumption. As of the Effective Date, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in the Lease, the security deposit in the amount of \$0.00 and the right to receive any refunds of overpayments from Landlord relating to the period prior to the Effective Date hereof. As of the Effective Date, Assignee hereby accepts the assignment granted herein, and assumes and agrees to make all payments and to perform all other obligations of "tenant" or "lessee" under the Lease, subject to the terms of Section 5 below.

3. Landlord's Consent to Assignment and Assumption. Landlord, in consideration of the assumptions, covenants, promises and agreements of Assignee herein, hereby recognizes and consents to: (i) Assignor's transfer of Assignor's rights in the Premises, and its rights and obligations under the Lease, to Assignee; including without limitation the Security Deposit and (ii) Assignee's assumption of Assignor's rights and obligations under the Lease in accordance with Section 2 above. From and after the Effective Date, Landlord agrees that Assignee shall be the "Tenant" under the Lease.

4. Landlord's Estoppel. Landlord hereby certifies to Assignor and Assignee that the following statements are true, correct and complete as the date hereof:

(i) The Lease is in full force and effect, and Landlord's obligations, as Landlord, under the Lease, are valid, binding and enforceable against Landlord;

(ii) the current monthly fixed rent payment due under the Lease is \$31,679.20;

(iii) Tenant has paid the rent through May 31, 2014, and no rent under the Lease has been paid more than one month in advance, and no other sums have been deposited with Landlord except for the Security Deposit in the amount of \$0.00;

(iv) the initial Lease Term expires on May 21, 2041 and there are no renewal options;

(v) there are no purchase options under the Lease;

(vi) the documents described in the first paragraph of the Recitals are all of the documents comprising the Lease and there are no other agreements, written or oral, by and between Landlord and Assignor with respect to the Premises;

(vii) to the actual knowledge of Landlord, there exists no default by Tenant under the Lease or any event which with notice or the passage of time or both would constitute a default by Tenant under the Lease; and

(viii) Landlord has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders, directives or covenants, conditions or restrictions relating to the use or condition of the Premises.

5. Security Deposit. Landlord's consent to the Assignment is conditioned upon Landlord's receipt of the Security Deposit (defined below) on or before the Effective Date. Assignee shall deposit the amount of Three Hundred Eighty Thousand One Hundred Fifty and 40/100 Dollars (\$380,150.40) as a security deposit (the "Security Deposit") with Landlord as security for the performance of Tenant's payment obligations under Article VI of the Lease. The Security Deposit may be a cash deposit or a Letter of Credit (defined below), at Tenant's option and Tenant may replace a cash deposit with a Letter of Credit or a Letter of Credit with a cash deposit upon thirty (30) days' prior written notice to Landlord. If an amount is due to Landlord under Article VI of the Lease and all applicable notice and cure periods under the Lease have passed, Landlord may use all or any part of the Security Deposit for the payment of the amounts past due from the Tenant under Article VI of the

Lease. If Tenant is not then in default in its obligations under Article VI of the Lease beyond all applicable notice and cure periods, then on the fifth (5th) anniversary of the date that Assignee delivers the Security Deposit to Landlord, the Security Deposit shall be returned to Tenant. In the event that Tenant was not entitled to return of the Security pursuant to the immediately preceding sentence, at the time of expiration of the Term if no default by Tenant then exists under the Lease, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the Term and vacation of the Premises by Tenant. If Tenant delivers the Security Deposit in the form of a letter of credit, then such letter of credit shall be in the form of an irrevocable and unconditional negotiable standby letter of credit ("Letter of Credit") running in favor of Landlord and issued by a solvent, nationally recognized bank. The form and terms of the Letter of Credit and the bank issuing the same shall be reasonably acceptable to Landlord and Assignee.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. The exchange of executed signature pages by facsimile or Portable Document Format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

7. Memorandum of Lease. Concurrent with execution of this Assignment, Landlord shall deliver to Assignee an executed memorandum of lease (the "Memorandum of Lease") in the form attached hereto as Exhibit A. Landlord consents to the recording of the Memorandum of Lease with the Recorder's Office in the County where the Premises are located.

8. Notice Address of Tenant. From and after the Effective Date, the address to send notices to the "Tenant" under the Lease is:

Apex Parks Group, LLC
27061 Aliso Creek Road Suite 100
Aliso Viejo, CA 92656

9. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns, subject at all times, to all agreements and restrictions contained in the Lease, and herein. The agreements contained herein constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, inconsistent herewith; provided however, that as between Assignee and Assignor, the terms and provisions of the written agreements (including exhibits and schedules thereto) by which Assignee and Assignor are effecting the Transaction will not be superseded by this Assignment and shall survive the execution, delivery and effectiveness of this Assignment.

10. Severability. If any provision of this Assignment or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this Assignment and the application thereof to other circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

11. Modifications. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally or by any action or inaction but only by an

instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

12. Release. Landlord shall release Assignor and Assignor's current and former parent companies, subsidiaries and affiliates, directors, officers, members and employees (the "Assignor Released Persons") from the obligations of the tenant under the Lease, including specifically, but not limited to any obligation that any of them remain liable as a guarantor of obligations arising from the Lease, or in any other capacity, whether arising or accruing on, prior to or following the Effective Date upon the completion of the following conditions: On or before the date that is two (2) years after the Effective Date, Assignee shall deliver to Landlord paid receipts for materials and labor for Enhancement Improvements (as defined below) to the buildings located on the Premises and landscaping and parking lots comprising the Premises in an amount not less than Five Hundred Thousand and No/100 Dollars (\$500,000) ("Required Enhancement Improvements Amount") evidencing that such work has been performed and completed at the Premises by Assignee ("Improvements Notice"). "Enhancement Improvements" (i) are improvements to the buildings, landscaping and parking lots located at the Premises the costs of which are treated as capitalized expenditures under GAAP, (ii) are completed to Landlord's reasonable satisfaction and (iii) are not routine maintenance and repairs. Landlord may, within fifteen (15) days after receipt of any Improvements Notice from Tenant, inspect any Enhancement Improvements and deliver to Tenant written notice that the Enhancement Improvement charges are either partially or fully not approved by Landlord and state the reasons for such disapproval ("Improvements Disapproval Notice"). In the event that Tenant does not receive an Improvements Disapproval Notice from Landlord on or before the fifteenth (15th) day following Tenant's delivery of the Improvements Notice, then the Enhancement Improvements shall be deemed approved by Landlord and the full cost of same shall be applied to reduce the Required Enhancement Improvements Amount.

[SIGNATURE PAGE FOLLOWS]

*(Signature Page to Assignment and Assumption of Lease
of Boca Raton, Florida)*

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease and Consent of Landlord to be executed by their respective duly authorized officers as of the date first written above.

ASSIGNOR:

Festival Fun Parks, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

Apex Parks Group, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LANDLORD:

Boca Raton Airport Authority

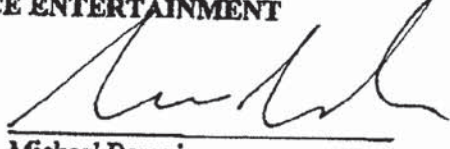
By: Cheryl Buck
Name: Cheryl Buck
Title: Chair

*Signature Page to Assignment and Assumption of Lease
of Boca Raton, Florida*

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease and Consent of Landlord to be executed by their respective duly authorized officers as of the date first written above.

ASSIGNOR:

**FESTIVAL FUN PARKS, LLC DBA
PALACE ENTERTAINMENT**

By: 
Name: Michael Baroni
Title: Secretary

ASSIGNEE:

APEX PARKS GROUP, LLC

By: _____
Name: Alexander Weber, Jr.
Title: Chief Executive Officer

LANDLORD:

**BOCA RATON AIRPORT
AUTHORITY**

By: _____
Name: _____
Title: _____

*Signature Page to Assignment and Assumption of Lease
of Boca Raton, Florida*

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease and Consent of Landlord to be executed by their respective duly authorized officers as of the date first written above.

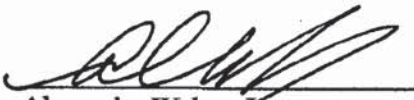
ASSIGNOR:

**FESTIVAL FUN PARKS, LLC DBA
PALACE ENTERTAINMENT**

By: _____
Name: Michael Baroni
Title: Secretary

ASSIGNEE:

APEX PARKS GROUP, LLC

By: 
Name: Alexander Weber, Jr.
Title: Chief Executive Officer

LANDLORD:

**BOCA RATON AIRPORT
AUTHORITY**

By: _____
Name: _____
Title: _____

EXHIBIT A
MEMORANDUM OF LEASE

See Attached

PREPARED BY AND RETURN AFTER RECORDING TO:

VEDDER PRICE P.C.
222 N. LASALLE STREET, SUITE 2500
CHICAGO, ILLINOIS 60601
ATTN: ADAM S. LEWIS (SSS)

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), is entered into as of this ____ day of ____, 2014, by and between Boca Raton Airport Authority ("Landlord") and Apex Parks Group, LLC, a Delaware limited liability company ("Tenant").

This Memorandum is entered into to place of record notice to third parties of the existence of the Lease and Operating Agreement, dated as of June 12, 1991, as amended by that certain First Amendment to Lease and Operating Agreement dated April 20, 1992, Second Amendment to Lease and Operating Agreement dated December 9, 1992, Third Amendment to Lease and Operating Agreement dated March 17, 1993, Fourth Amendment to Lease and Operating Agreement dated April 21, 1993, Fifth Amendment to Lease and Operating Agreement dated April 22, 1994, Sixth Amendment to Lease and Operating Agreement dated September 20, 1995, Seventh Amendment to Lease and Operating Agreement dated March 1, 1997, Eighth Amendment to Lease and Operating Agreement dated April 16, 1997, Ninth Amendment to Lease and Operating Agreement dated September 4, 1998, and Tenth Amendment to Lease and Operating Agreement dated April 1, 2011 (collectively, "Lease") between Landlord and Tenant's predecessor-in-interest, that was assigned to Tenant by that certain Assignment and Assumption of Lease dated _____ demising the real property legally described in Exhibit A attached hereto and made a part hereof as more fully described in the Lease ("Premises"); to wit:

1. Lease Term. The Lease is for an initial term beginning June 12, 1991 and expiring on May 31, 2041 ("Lease Term").
2. Renewal Options. The Lease contains no renewal options.
3. Intentionally Omitted.
4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single document.

5. Inconsistencies. Should there be any inconsistency between the terms of the Memorandum and the terms of the Lease, the terms of the Lease shall govern and prevail.

6. Memorandum Termination. In the event the Lease is properly terminated for any reason whatsoever, Landlord shall have the right to release this Memorandum by recording a release of same, and certifying therein that the Lease has been properly terminated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed on the year and day first above written.

LANDLORD

Boca Raton Airport Authority

By: Cheryl Budd
Name: Cheryl Budd
Title: Chair

TENANT

Apex Parks Group, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LANDLORD NOTARY PAGE

STATE OF Florida)
COUNTY OF Palm Beach) SS.

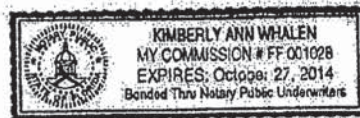
I, the undersigned Notary Public for aforesaid State and County does hereby certify that Cheryl Budd the Chair of Executive Apartment personally appeared before me this day and acknowledged the execution of the foregoing instrument as the act of Chair.

This the 3 day of June, 2014.

Kimberly Ann Whalen
Notary Public

My Commission Expires:

October 27, 2014



IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed on the year and day first above written.

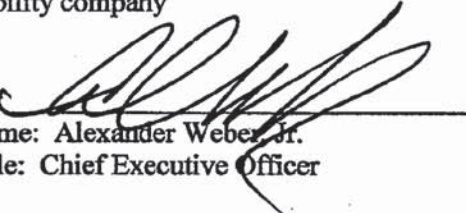
LANDLORD

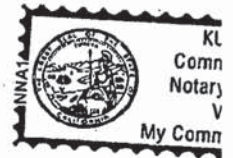
Boca Raton Airport Authority

By: _____
Name: _____
Title: _____

TENANT

Apex Parks Group, LLC, a Delaware limited liability company

By: 
Name: Alexander Weber, Jr.
Title: Chief Executive Officer



TENANT NOTARY PAGE

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF Ventura)

On Sept 12th 2014 before me, Kusum Manwani Notary, ^{Public} personally appeared Alexander Weber, Jr., Chief Executive Officer of Apex Parks Group, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kusum Manwani

(Seal)

UM MANWANI
ssion # 1920443
Public - California
ventura County
Expires Feb 2, 2015

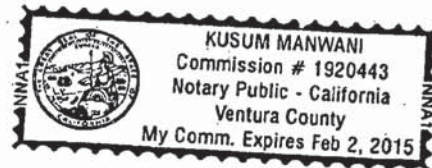


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PERMANENT INDEX NO.

- 108256
- 06-42-47-13-00-000-3090

PROPERTY ADDRESS:

3100 Airport Road
Boca Raton, Florida 33431



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: July 18, 2018

RE: **Operations and Noise Abatement Report, June 2018**

AGENDA ITEM – IX- A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of May. This report is derived from the Air Traffic Control Tower operations report. These operations do not include nighttime flights, as the Air Traffic Control Tower is closed from 11:00 pm - 7:00 am.

During the month of June 2018 there were 6,313 operations reported by the Tower, which is 9 percent (9%) more than the operations reported in June 2017.

Deliveries of Jet A fuel to the Airport in June were fifteen percent (15%) more than June of the previous year. Avgas deliveries were one hundred percent (100%) more than June of the previous year.

There were thirty-two (32) noise calls by five (5) different households received on the Airport Authority Noise Hotline during the month of June 2018.

During the month of June 2018, seventy-three (73) aircraft cleared Customs from eleven (11) different countries. In addition, twenty-eight (28) passengers on board fourteen (14) vessels cleared Customs during the month of June.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



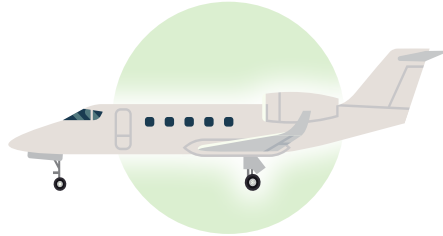
JUNE
2018

JUNE 2018 OPERATIONS REPORT



44%

TRAINING



24%

IFR

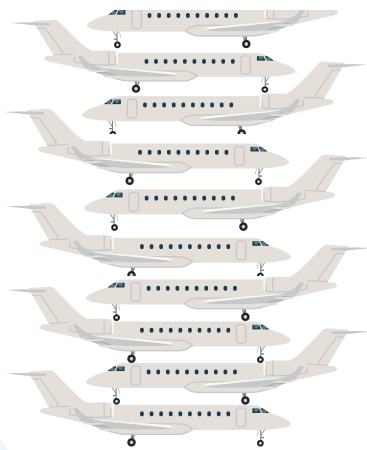


32%

VFR

OPERATIONS BREAKDOWN

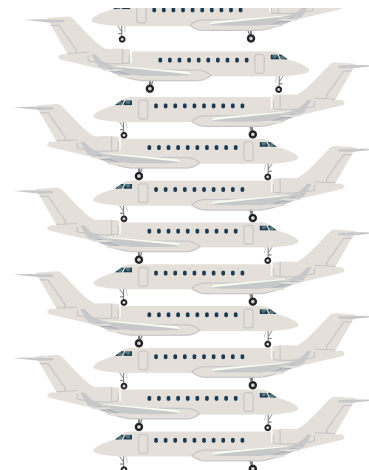
Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



5,775

JUNE 2017

+9%



6,313

JUNE 2018

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

Chart 2: June 2018 operations compared to June 2017 tower operations.

ABBREVIATIONS:

*IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.*

JUNE 2018

OPERATIONS REPORT



JET A FUEL REPORT

Jet A: Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).

Chart 3: Month of June 2018 deliveries of Jet A in gallons compared to June 2017 deliveries of Jet A.



AVGAS FUEL REPORT

Avgas: Aviation gasoline designed for use in piston-engine aircraft.

Chart 4: Month of June 2018 deliveries of Avgas in gallons compared to June 2017 deliveries of Avgas.

JUNE 2018

NOISE ABATEMENT REPORT

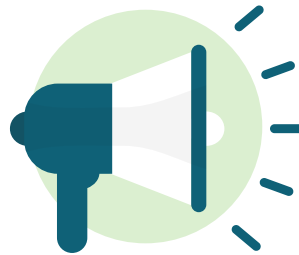
NOISE CONCERNS PER QUADRANT



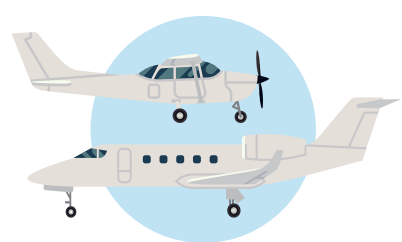
Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



0%
TFR



80%
NOISE



80%
TRAFFIC

TYPE OF CONCERN

Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction (TFR).

JUNE 2018

NOISE ABATEMENT REPORT

NOT FOLLOWING **VOLUNTARY**

CURFEW PROCEDURES

55
OPERATIONS



0%

DURING **TFR**

0 OUT OF 55

Chart 7: A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

JUNE 2018

NOISE ABATEMENT REPORT

NIGHT OPERATIONS BY HOUR

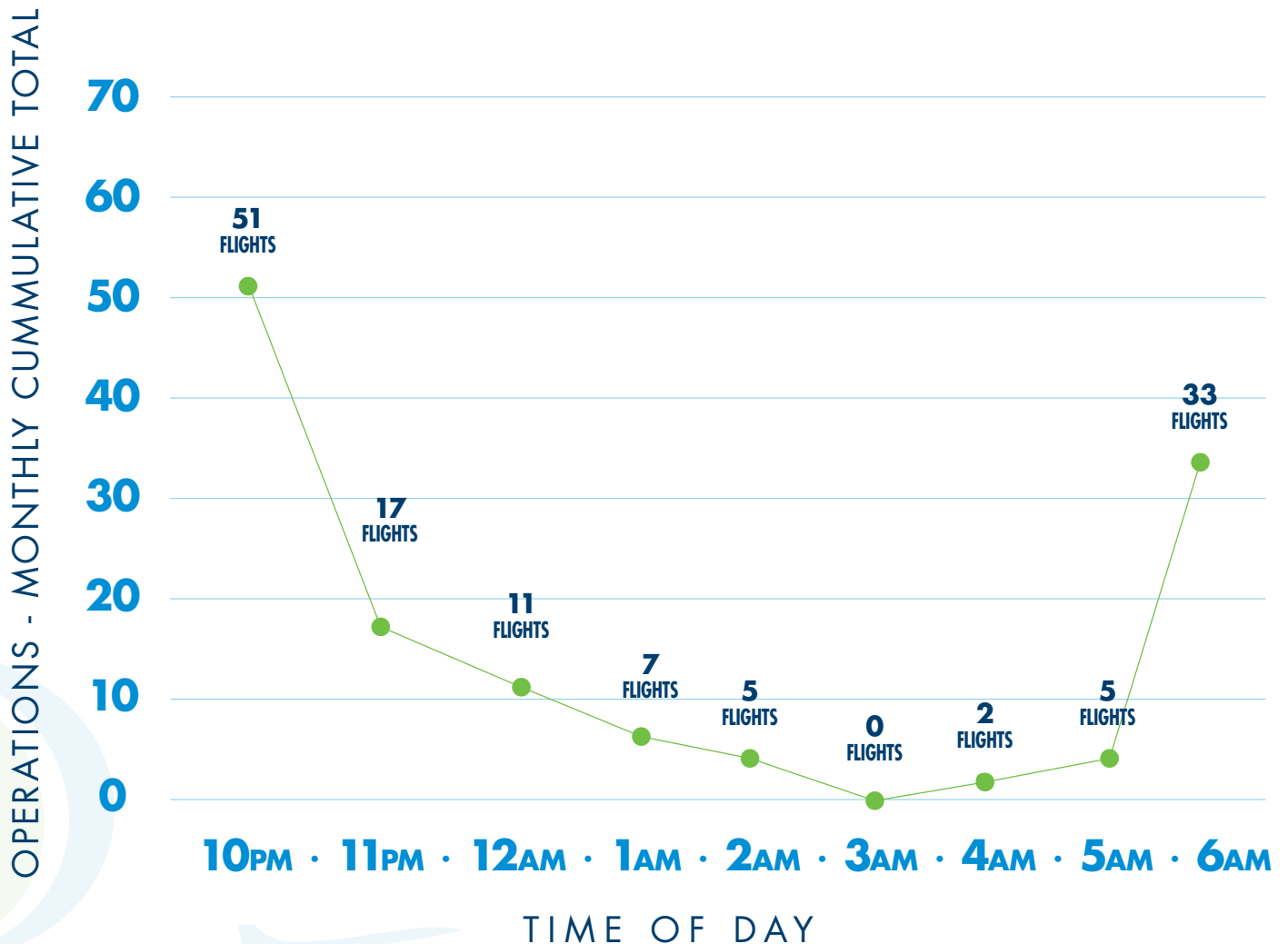


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in June 2018.

JUNE 2018

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

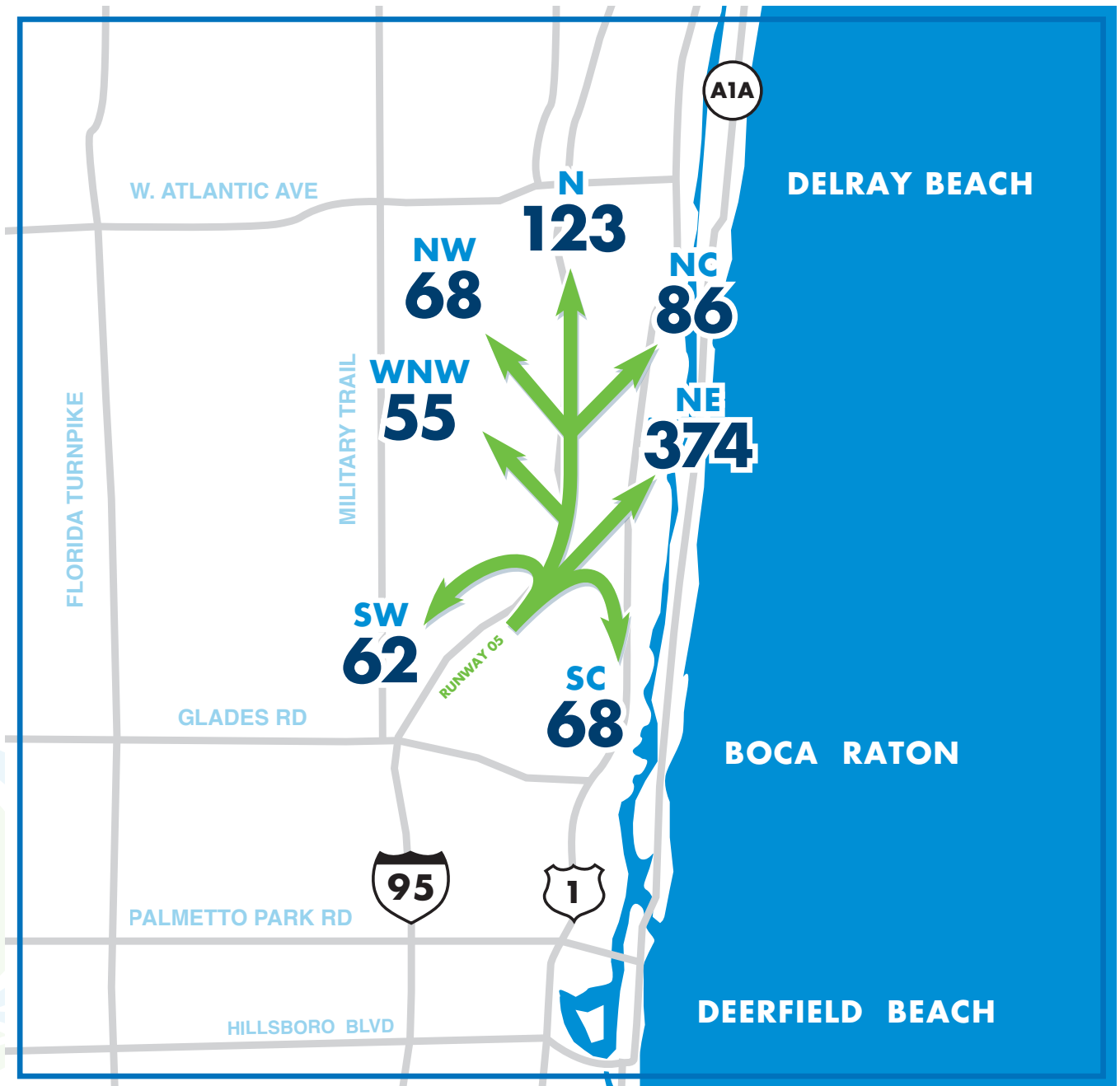


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

JUNE 2018

NOISE ABATEMENT REPORT

NOISE ABATEMENT CALLS

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Aircraft Category	Tail/Flight Number	Aircraft Type	Concern	TFR Related?	Calls Received
Ross	Rosenburg	Wimbledon Villas	C	N/A	N/A	N/A	N/A	N/A	Noise, Traffic, Voluntary Curfew	No	28
Damon	Licata	N/A	B	N/A	N/A	N/A	N/A	N/A	Traffic, Noise	No	1
Karen	Arcadipane	N/A	C	N/A	N/A	N/A	N/A	N/A	Traffic	No	1
William	Senyshyn	Timber Creek	C	D	23	J	N213EP	GALX	Noise	No	1
Jim	Warner	N/A	B	T	N/A	N/A	N/A	N/A	Traffic, Noise	No	1

JUNE 2018

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS

Date	Time	N#	Type	Operation (A/D/T)	RWY	Owner	Address	City	State
6/1/2018	0:07	N120WJ	GLF4	D	5	Windsor Jet Management	1815 Northwest 51st Place	Ft Lauderdale	FL
6/1/2018	0:28	N418CT	BE40	A	5	MMU Aviation, LLC	414 Eagle Rock Avenue, Suite 208	West Orange	NJ
6/2/2018	1:17	N101PV	F2TH	A	5	VEGSO AVIATION INC	3201 SW 15TH ST	DEERFIELD BEACH	FL
6/2/2018	4:11	CGMEC	PA31	D	23	NA	NA	NA	NA
6/2/2018	22:38	N60159	C162	D	23	PILOT TRAINING CENTER LLC	14300 SW 129TH ST STE 204	Miami	FL
6/3/2018	22:26/2:23	N4335R	C172	D/A	23	PILOT TRAINING CENTER LLC	14300 SW 129TH ST STE 204	Miami	FL
6/4/2018	6:41	N733EP	C172	D	5	FAMILY PHYSICIAN SERVICES INC	10278 BUENA VENTURA DR	BOCA RATON	FL
6/4/2018	22:24	N330GW	H25B	A	5	American Air Charter, In...	2385 NW Executive Center Dr 370	BOCA RATON	FL
6/4/2018	22:35	N80298	C172	D	23	CORDEIR JAFETR	16348 SW 100TH TER	Miami	FL
6/4/2018	23:38	N829DL	HDJT	D	23	Aero Care Medical Transp...	43W752 US Highway 30, Suite 2F	SUGAR GROVE	IL
6/5/2018	6:27	N733EP	C172	D	23	FAMILY PHYSICIAN SERVICES INC	10278 BUENA VENTURA DR	BOCA RATON	FL
6/6/2018	0:03	N96UA	GLF5	A	23	KP Flyers, LLC	3510 Belmont Avenue	GLYNDON	MD
6/6/2018	6:44	N539CA	F900	D	23	Presidential Aviation, L...	1725 Northwest 51st Place	Ft Lauderdale	FL
6/6/2018	23:08	N539CA	F900	A	23	Presidential Aviation, L...	1725 Northwest 51st Place	Ft Lauderdale	FL
6/7/2018	22:19	N547QS	C68A	A	5	NetJets	4556 Airport Road	Cincinnati	OH
6/8/2018	5:26	N605QS	C56X	D	5	NetJets	4556 Airport Road	Cincinnati	OH
6/8/2018	6:46	N125DB	EA50	D	5	Innovation Transportation, Inc.	16037 Innovation Drive	SOUTH CHESTERFIELD	VA
6/8/2018	22:33	N44687	P28A	A	5	PRATHER GREGORY DOUGLAS	1190 SW 20TH ST	BOCA RATON	FL
6/8/2018	22:55	N9529C	UNKN	A	5	RBM AVIATION INC	518 CLEMATIS ST	WEST PALM BEACH	FL
6/9/2018	0:22	N711SE	LJ60	A	5	ARSHE Holdings, LLC	6300 Sweet Maple Lane	BOCA RATON	FL
6/9/2018	22:19	N65HU	LJ60	A	5	Jacura Delaware, Inc.	7634 Northwest 6th Avenue	BOCA RATON	FL
6/10/2018	1:56	N559RA	LJ55	A	5	Royal Air Freight, Inc.	2141 Airport Road	WATERFORD	MI
6/10/2018	22:26	N923TP	SR22	A	5	NOVAK JACOB J	3301 BEVERLY DR	DALLAS	TX
6/11/2018	22:44	N9906W	PA28	A	5	BELMONT THOMAS M	365 NE 29TH ST	BOCA RATON	FL
6/12/2018	22:41	N537QS	C68A	D	5	NetJets	4556 Airport Road	Cincinnati	OH
6/13/2018	1:33	N5254K	UNKN	A	23	STONE TO GLASS LLC	3430 GULFSTREAM RD	LAKE WORTH	FL
6/13/2018	6:31	N937RV	BE40	D	5	PRIVAIRA	3690 Airport Road, Hangar 9	BOCA RATON	FL
6/14/2018	6:14	N83U	UNKN	A	UNK	AIR SANSONE LLC	1101 W EDGAR RD # 405-C	LINDEN	NJ
6/14/2018	22:55	N105LU	C172	A	UNK	LYNN UNIVERSITY	3601 N MILITARY TRL	BOCA RATON	FL
6/14/2018	23:11/23:36	N291LJ	LJ45	A/D	23	Elite Air, Inc.	100 Second Avenue South#1202	St. Petersburg,	FL
6/15/2018	0:37	N559QS	C68A	A	23	NetJets	4556 Airport Road	Cincinnati	OH
6/15/2018	23:32	N314BB	C310	A	23	MARC INC	44 CROSSGATES DR	BRANDON	MI
6/16/2018	22:46	N875UP	B350	A	5	WU Leasing I, LLC	220 West 42nd Street, 9th Floor	NEW YORK	NY
6/18/2018	0:50	N491J	C25B	A	5	Davelli Investments, LLC	1290 Orange Court	MARCO ISLAND	FL
6/19/2018	0:32	N280CB	H25B	A	5	Barrows, William A., Jr.	202 Spinnaker Drive	VERO BEACH	FL
6/19/2018	22:17	N720TM	H25B	A	5	PRIVAIRA	3690 Airport Road, Hangar 9	BOCA RATON	FL
6/20/2018	23:05	N613AC	P28A	D	5	ARI BEN AVIATOR INC	3800 SAINT LUCIE BLVD	ST LUCIE	FL
6/20/2018	23:50	N937RV	BE40	A	23	PRIVAIRA	3690 Airport Road, Hangar 9	BOCA RATON	FL
6/21/2018	2:57	N9306Y	UNKN	A	5	TFF INC	7516 QUAIL RIDGE DR	DEXTER	MI
6/21/2018	6:15	N254CP	UNKN	D	23	EAST CARING AIR LLC	4450 S TIFFANY DR	WEST PALM BEACH	FL
6/22/2018	22:11	N192NC	GLF4	A	23	SCP AVIATION LLC	5200 TOWN CENTER CIR STE 470	BOCA RATON	FL
6/22/2018	22:15	N575JT	E50P	D	23	Trident Aircraft	9475 Jet Lane	EASTON	MD
6/22/2018	22:17	N355FA	H25B	D	23	Hawker 800, LLC	1621 South Perimeter Road, H35B	Ft Lauderdale	FL
6/22/2018	23:46	N403SL	GALX	A	UNK	A-OK Jets, Inc.	2011 S Perimeter Road, Suite F	Ft Lauderdale	FL
6/24/2018	0:00	N603GR	LJ60	A	UNK	Southern Jet, Inc.	3700 Airport Road, FL 1	BOCA RATON	FL
6/25/2018	2:57	N850EP	FA50	A	23	FISHER CONTROLS INTERNATIONAL LLC	18444 EDISON AVE	CHESTERFIELD	MO
6/25/2018	22:48	N833JS	C56X	A	5	Exclusive Jets, LLC	2860 Jetport Road	KINSTON	NC
6/26/2018	6:31	N60HJ	LJ60	A	5	Jacura Delaware, Inc.	7634 Northwest 6th Avenue	BOCA RATON	FL
6/26/2018	23:22	N831BR	C172	A	5	REED WILLIAM W	335 WEST 12TH AVE	HUNTINGTON	WV
6/27/2018	6:40	N83U	UNKN	D	UNK	Green Couch Corp.	231 S La Salle St., 8th Floor	CHICAGO	IL
6/27/2018	22:39	N60HJ	LJ60	D	23	Jacura Delaware, Inc.	7634 Northwest 6th Avenue	BOCA RATON	FL
6/27/2018	23:06	N742QS	CL35	A	23	NetJets	4556 Airport Road	Cincinnati	OH
6/28/2018	22:24	N4806F	PA44	D	5	FLIGHTSAFETY INTERNATIONAL INC	PO BOX 2708	VERO BEACH	FL
6/29/2018	5:59	N699ST	CL60	A	5	Orange Equipment, LLC	801 Arthur Godfrey Road, Suite 600	MAIMI BEACH	FL
6/29/2018	6:06	N850EP	FA50	D	5	JF 28, LLC	13265 25th Avenue N.W.	RICE	MN

JUNE 2018

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



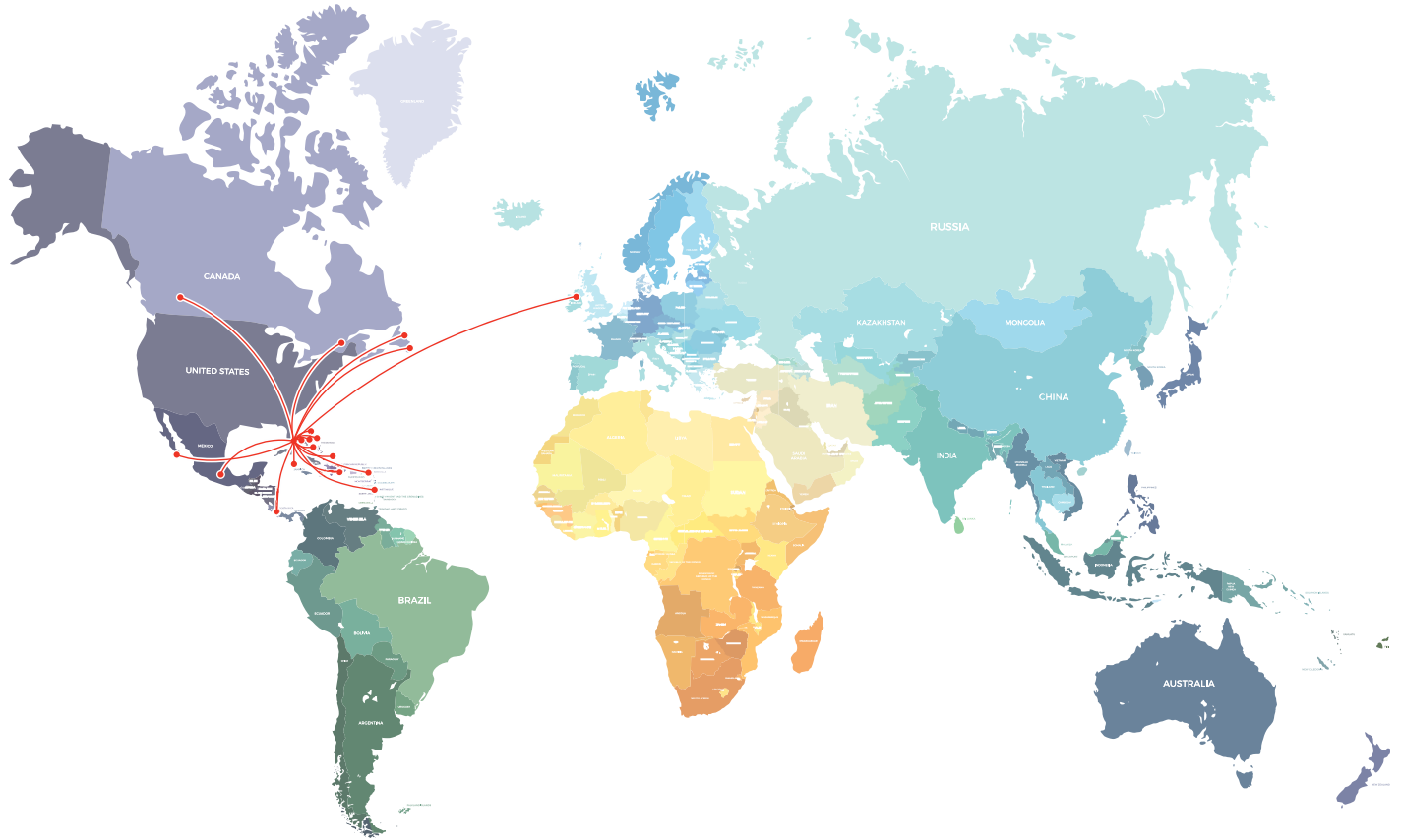
PASSENGERS

***Estimated numbers for the month of June 2018.**

Charts 10 & 11: Total operations ran and total passengers during the month of June 2018.

JUNE 2018

CUSTOMS OPERATIONS REPORT



Country	No. of Flights
Bahamas	32
Canada	7
Mexico	4
Dominican Republic	4
Bermuda	1
Cayman Islands	1
Costa Rica	1
Ireland	1
Martinique	1
St. Kitts & Nevis	1
Turks and Caicos	1

***Estimated numbers for the month of June 2018.**

Chart 12: Total flights into BCT mapped by country of the flight's origin.

JUNE 2018

CUSTOMS OPERATIONS REPORT

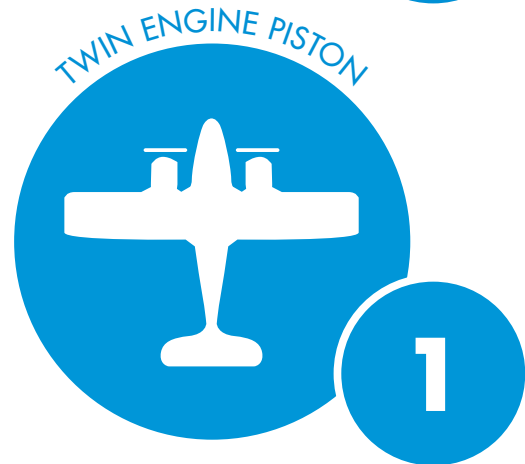


Chart 13: Total operations by type of aircraft.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Christine Landers, Business Manager

Date: July 18, 2018

RE: **Corporate Identity and Community Engagement Program Update**

AGENDA ITEM – IX – B

Mr. Michael Schneider with Pace Communications Group will present the quarterly update on the Corporate Identity and Community Engagement Program.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Travis Bryan, Operations Manager

Date: July 18, 2018

RE: **Airside Operations Area (AOA) Security Gate Improvements**

AGENDA ITEM – IX – C

This project consists of improvements to the existing Air Operating Area (AOA) access gates along the AOA perimeter fence line at Boca Raton Airport. The existing gate operators and associated hardware have reached the end of their expected useful life and are in need of replacement.

The project bid includes replacement of the hydraulic slide operators and ground loop detectors at all vehicular access gates around the Airport. In addition to the operator replacement, the bid includes installation of new photo eye sensors and crush edge sensors at all locations to incorporate current safety standards and practices.

The project was advertised to bid on Monday, May 28, 2018 and bids were opened on June 26, 2018. The sole bid was received from Tropic Fence, Inc. in the amount of \$200,137.00. The bid was responsive.

Airport Management recommends approval of Resolution 07-19-18 of the Boca Raton Airport Authority awarding Invitation to Bid No. 2018-BRAA-0004 Airside Operations Area Security Gate Improvements contact to the lowest, responsive bidder Tropic Fence, Inc. for the amount of \$200,137.00.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-19-18

**A Resolution of the Boca Raton Airport Authority Awarding Invitation to Bid No. 2018-BRAA-0004
– Airside Operations Area (AOA) Security Gate Improvements**

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the “Authority”) shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the “Airport”);

WHEREAS, on May 28, 2018, the Authority issued Invitation to Bid No. 2018-BRAA-0004 – Airside Operations Area (AOA) Security Gate Improvements (the “ITB”);

WHEREAS, on June 26, 2018, the Authority received one bid in response to the ITB;

WHEREAS, pursuant to requirements of the Procurement Code, the Executive Director has determined that it is in the best interest of the Authority, Airport and public to award a contract pursuant to the ITB, notwithstanding the receipt of only one bid;

WHEREAS, the Authority determined that award pursuant to the ITB shall be made on the basis of the Base Bid, plus All Additive Alternate Bids (the “Project Scope”); and

WHEREAS, Tropic Fence Inc., submitted a total bid for the Project Scope of \$200,137.00, including all Additive Alternative Bids and was deemed a responsive and responsible bidder to the ITB.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JULY 2018, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby awards the contract solicited by the ITB to Tropic Fence, Inc.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 07-19-18.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 07-19-18.

ADOPTED by the Boca Raton Airport Authority, this 19th day of July 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



**BOCA RATON AIRPORT
BOCA RATON, FLORIDA**

Boca Raton Airport Authority

Mitch Fogel	Chairman
Melvin Pollack	Vice-Chair
Randy Nobles	Secretary/Treasurer
Gene A. Folden	Board Member
Bob Tucker	Board Member
James Nau	Board Member
Cheryl Budd	Board Member

Airport Executive Director

Clara Bennet

Design Team

Ricondo & Associates, Inc
Jacobs Engineering, Inc.

Airport Counsel

Amy Taylor Petrick
Lewis Longman Walker, Attorneys at Law

CONTRACT BID DOCUMENTS

FOR

BOCA RATON AIRPORT

**AIRSIDE OPERATIONS AREA (AOA) GATE
IMPROVEMENTS**

**Project funded by:
Florida Department of Transportation (FDOT)
and
Boca Raton Airport Authority (BRAA)**

BOCA RATON, FLORIDA

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431
(561) 391-2202
Fax: (561) 391-2238

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INVITATION TO BID NO. 2018-BRAA-0004 – Airside Operations Area (AOA) Security Gate Improvements

NOTICE IS HEREBY GIVEN, that Boca Raton Airport Authority (hereinafter referred to as “BRAA”), will receive sealed bids from General Contractors or other qualified contractors, at:

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431
Attn.: Travis Bryan, Operations Manager

Until the hour of **2:00 PM**, Local Time, on **June 26, 2018** and said bids will be opened and publicly read immediately thereafter in the conference room, at the above address, on the same day.

Project Description: The work consists of improvements to the existing (AOA) access gates along the AOA perimeter fence line at Boca Raton Airport. The work includes the replacement of the existing automatic gate operating components including slide gate operators, in-ground vehicle detection loops, and upgrades to the gate safety devices, including through beam electronic photo eyes and edge sensors.

These devices are controlled by the existing Access Control System (ACS) and Video Management System (VMS) at Boca Raton Airport. Head end programming will be required by a licensed Security sub-contractor qualified to program the integration of these systems.

The work must conform to plans and specifications, which may be obtained or examined on or after **Monday, May 28, 2018** at:

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431
Contact Person: Travis Bryan, Operations Manager
(561) 391-2202; e-mail-travis@bocaairport.com

A non-refundable service charge of \$60.00 per set of plans and specifications is required for hard copy bid documents. Bidders requiring plans and specifications to be mailed must submit a Federal Express account number to the Boca Raton Airport Authority. The bill will be charged to the recipient's account. Digital files will be available via the Boca Raton Airport. Contact Travis Bryan (above) for access to digital files. ~~Perspective plan holders will be required to sign a Non Disclosure Agreement (NDA) and follow all stipulated conditions outlined in NDA documents in order to receive drawings and specifications.~~ Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price.

Date of Advertisement:	Monday, May 28, 2018
Date of Pre-Bid Conference:	Wednesday June 6, 2018 (2:00 PM)
Deadline for Requests for Clarification:	Tuesday, June 19, 2018 (2:00 PM)
Deadline for Submission and Bid Opening:	Tuesday, June 26, 2018 (2:00 PM)



INSTRUCTIONS TO BIDDERS

The purpose of the following standard instructions are to properly guide Vendors in a preparing a solicitation response. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

The Boca Raton Airport Authority ("BRAA") provides digital versions of this solicitation for convenience. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

Execution of a Solicitation Response:

- 1.1. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- 1.2. No award will be made to a Vendor who is delinquent in payment of any fees, fines, contractual debts, judgments, or any other debts due and owed to the BRAA, or is in default on any contractual or regulatory obligation to the BRAA. By submitting this solicitation response, a Vendor attests that it is not delinquent in payment of any such debts due and owed to the BRAA, nor is it in default on any contractual or regulatory obligation to the BRAA. In the event a Vendor's statement is discovered to be false, Vendor is subject to debarment and the BRAA may terminate any contract it has with a Vendor.
- 1.3. Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with the BRAA within the last three years, unless noted in the response.
- 1.4. By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BRAA as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Boca Raton Airport Authority Procurement Code (the "BRAA Procurement Code").
- 1.5. The Vendor agrees, if this bid is accepted, to contract with BRAA, an independent special district of the State of Florida, pursuant to the terms and conditions of the

Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.

2. **Examination of Contract Documents and Site:** It is the responsibility of each Vendor before submitting a solicitation response, to:
 - 2.1. Examine the Contract Documents and all addenda thoroughly;
 - 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
 - 2.3. Take into account federal, state and local laws, regulations, ordinances, and the BRAA Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
 - 2.4. Study and carefully correlate Vendor's observations with the Contract Documents;
 - 2.5. Carefully review the Contract Documents and notify the BRAA of all conflicts, errors or discrepancies in the Contract Documents of which Vendor knows or reasonably should have known; and
 - 2.6. The submission of a bid shall constitute an incontrovertible representation by Vendor that Vendor has complied with the above requirements and that without exception, the bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
3. **Addenda:** BRAA reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the BRAA immediately, prior to opening date, to allow for review and subsequent clarification on the part of BRAA. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
4. **Submission of Bids:** It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. The BRAA will not consider solicitation responses not received in accordance with the solicitation. Any timeframe references are in Eastern Standard Time.
5. **Bid Opening:** All bids received shall be publicly opened in the presence of one or more witnesses at the BRAA Administrative Offices or other designated location.
6. **Cone of Silence Ordinance:** In accordance with Procurement Code Cone of Silence:
 - 6.1. Any verbal or written communication between a Proposer or its representatives, employees or agents and the Authority or any of its members, or the Executive

Director or any of Executive Director's staff, consultants or agents regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.

- 6.2 The following exceptions apply to the cone of silence set forth above:
- 6.2.1 the written response to the solicitation, including bids, proposals and letters of interest;
 - 6.2.2 communications expressly allowed by the solicitation;
 - 6.2.3 any communication made pursuant to the BRAA Procurement Code;
 - 6.2.4 any communication made with Airport Legal Counsel; and
 - 6.2.5 any communications made on the record at a public noticed meeting of the Board.
7. **Acceptance or Rejection of Bids:** BRAA reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Vendor may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Vendor may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the BRAA prior to award of the Contract.
8. **Waiver of Technicalities or Irregularities:** BRAA reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
9. **Determination of Award:** Except where the BRAA exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by BRAA to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as BRAA determines to be in its own best interests, and application of any preferences, as applicable.
10. **Federal or State Grantor Agencies:** If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and BRAA's regulations, the more stringent regulations concerning the determination for award shall apply.
11. **Qualifications of Vendors:** BRAA will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to BRAA. The BRAA reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to

determine ability to perform in accordance with specifications, terms and conditions. The BRAA will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The BRAA reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the BRAA immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

12. **Occupational Health and Safety:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the BRAA.
13. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, BRAA, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.
14. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the BRAA Procurement Code, which may be found at www.bocaairport.com.
15. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
19. **Dun & Bradstreet Report Requirement:** The BRAA may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

- 20. State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations. BRAA will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

Bid Preparation Checklist

- ☐ Bid Form (BRAA Form BID002)
- ☐ Bid Price Form (BRAA Form BID002-1)
- ☐ Contract Time and Liquidated Damages Disclosure (BRAA Form BID002-2)
- ☐ Prime Contractor Work (BRAA Form BID002-3)
- ☐ Designation of Subcontractors (BRAA Form BID002-4)
- ☐ Sworn Statement Regarding Public Entity Crimes (BRAA Form BID003)
- ☐ Trench Safety Affidavit (BRAA Form BID004)
- ☐ Bidder Information Sheet (BRAA Form BID005)
- ☐ Subcontractor Information Sheet (BRAA Form BID006)
- ☐ Bidder Compliance Certification – FAA and/or FDOT Grants (BRAA Forms BID007A and BID007B)
- ☐ Buy American Certification (BRAA Form BID008)
- ☐ Bid or Proposal Bond (BRAA Form BD001) OR Bid Guarantee Unconditional Letter of Credit (BRAA Form BD002)
- ☐ Certificate as to Corporate Principal (BRAA Form BD004)
- ☐ List of Proposed DBE Subcontractors (BRAA Form DBE001)
- ☐ DBE Subcontractor and Supplier Solicitation Sheets (BRAA Form DBE002)
- ☐ Documents required by the Supplemental Instructions to Bidders



SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The purpose of the following supplemental instructions are to properly guide Vendors in a preparing a response to AOA Security Gate Improvements project. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

[] ~~FAA Grant Requirements~~

~~This Project is being constructed using grant funds received from the Federal Aviation Administration (FAA). BIDDER shall complete and submit BRAA Form BID006A – Bidder Compliance Certification – FAA Grants.~~

~~BIDDER shall complete and submit BRAA Form FED001 – Standard Federal Requirements and Certifications.~~

[] FDOT Grant Requirements - This Project is being constructed using grant funds received from the Florida Department of Transportation (FDOT). BIDDER shall complete and submit BRAA Form BID006B – Bidder Compliance Certification – FDOT Grants.

[] Disadvantaged Business Enterprise (DBE) Requirements

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the BRAA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE.

A DBE contract goal of NA percent has been established for this contract. The BIDDER shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, which is attached, to meet the contract goal for DBE participation in the performance of this contract. The BIDDER will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The obligation of BIDDER is to make good faith efforts. The BIDDER can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. We will ensure that all information is complete and accurate and adequately documents the BIDDER's good faith efforts before we commit to the performance of the contract by the BIDDER.

If BIDDER cannot meet the DBE contract goal of NA percent, BIDDER shall complete *BRAA Form DBE004 – Statement of Good Faith Efforts*.

- [] Certification of Non-segregated Facilities. By submission of a bid, BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

The BIDDER further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

- Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- Retain the certifications in the files; and
- Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

“NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).”

- [] Additional Surety Requirements – _____

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BID FORM



TO: Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431

BID NUMBER: 2018-BRAA-0002

DATE: 6/26/18

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled:
AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

as well as the premises and conditions affecting the work, TROPIC FENCE, INC
_____ ("BIDDER") hereby proposes to furnish all labor and material and to perform all work
as required by and in strict accordance with the above-named documents for sums as indicated in
Attachment No. 1 to this Bid Form entitled "Bid Price Form", which sums include all Federal, State and
local taxes.

ADDENDA

It is agreed that the undersigned has received all Addenda complete as issued by the BRAA and that
related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as
follows:

Addendum #	dated
Addendum #	dated
Addendum #	dated
Addendum #	dated

TIME

Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder it shall
commence the Work to be performed under the Contract on the date set by BRAA in its written notice to
proceed, continuing the work with diligence and shall complete the entire work per Attachment No. 2 to
this Bid Form entitled "Contract Time and Liquidated Damages Disclosure". The undersigned agrees that,
if awarded the Contract, it will complete said separable portions of Work in accordance with such milestone
dates.

If BIDDER is notified of the BRAA's intent to award it the contract, BIDDER shall complete the following
within fifteen (15) calendar days of the posting of the Notice of Intent to Award:

- 4 executed originals of the Contract executed by the BIDDER;
- Proof of insurance for the Project in the form of insurance certificates and endorsements; and
- Completed Performance and Payment Bonds

Failure to complete the foregoing items within the time specified may result in BIDDER's disqualification.

ACCEPTANCE OF BID

BIDDER understands and agrees that the Boca Raton Airport Authority ("BRAA") reserves the right to accept or reject any or all bids submitted for a period of up to ninety (90) calendar days from date of bid opening. Bidder further understands and agrees that its Bid shall remain an open offer, which the BRAA may accept, for ninety (90) calendar days regardless of the acceptance of another Bid during that period. Bidder agrees that it will not withdraw its Bid for said period of time. The Bidder understands and agrees that BRAA reserves the right to accept or reject any or all alternates, without regard to the listed order.

PRIME CONTRACTOR/SUBCONTRACTOR WORK DESIGNATION

For work performed by the Bidder's own organization, the undersigned has designated on Attachment No. 3 to this Bid Form entitled "Prime Contractor Work", that portion of work performed by the bidder's direct hire forces. For work performed by other than the Bidder's own organization, the undersigned has designated, on Attachment No. 4 to this Bid Form entitled "Designation of Subcontractors", certain firms as the Prime Contractor's subcontractors for portions of the work and further agrees that said subcontractors may not be changed without written consent of BRAA.

Under no circumstance will the Prime Contractor be permitted to sub-contract construction management services, or duties typically provide by the Prime Contractor as construction manager, including responsibilities of oversight of other sub-contract work, to a second tier Prime Contractor. All sub-contractor work shall be contracted directly between the Prime Contractor and the sub-contractor performing the work.

Respectfully Submitted,

TROPIC FENCE INC

(Name of Bidding Firm)

By: 

Print Name: **STEVE NESPOLI**

Title: **VICE PRESIDENT**

Address:

1864 NW 21 STREET

POMPANO BEACH FL 33069

FLORIDA STATE CONTRACTOR DATA:

License Number: **U-13563**

Classification: **CERTIFICATE OF COMPETENCY**

Monetary Limit: **UNLIMITED**

Boca Raton Airport (BCT)						
AOA Security Gate Upgrades, Boca Raton Airport Authority						
Bid Form						
May 28, 2018						
#	ITEM #	DESCRIPTION	Units	QTY	TOTAL	
The following items are part of the Base Bid of the Contract. The Lump Sum price provided for each item shall include all materials and labor required to provide a complete and working system as described in the Contract Documents (Drawings and Written Specifications). The Work shall include, but is not limited to, the items described. The Contractor shall be responsible for understanding the complete Scope of Work prior to submitting a bid.						
BASE BID		The Owner reserves the right to award all or part of the work based on available funding.			BASE BID	
1	Mobilize	Mobilization of all equipment, materials and contractor personnel for completion of all direct work for project completion	LS	1	\$ 10,000.00	
2	Gate 3	Includes decommissioning and removal of existing gate operator, loop detectors, in-ground detection loops, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver, surge protection, toggle switch for enable/disable of egress loop, conduit, junction boxes cables, etc. Relocate existing wide-gap magnetic switch. Termination of ACS cables and system programming by a Genetec certified technician.	LS	1	\$ 19,909.00	
3	Gate 5	Includes decommissioning and removal of existing gate operator, loop detectors and in-ground detection loops, traffic control spikes, illuminated signs, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver, surge protection, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Termination of ACS cables and system programming by a Genetec certified technician.	LS	1	\$ 20,982.00	
4	Gate 15	Includes decommissioning and removal of existing gate operator, loop detectors and in-ground detection loops and illuminated signs, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver, surge protection, toggle switch for enable/disable of egress loop, conduit, junction boxes cables, etc. Relocate existing wide-gap magnetic switch. Termination of ACS cables and system programming by a Genetec certified technician.	LS	1	\$ 20,712.00	
5	Gate 16	Includes decommissioning and removal of existing gate operator, loop detectors, in-ground detection loops and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver, surge protection, toggle switch for enable/disable of egress loop, conduit, junction boxes cables, etc. Relocate existing wide-gap magnetic switch. Termination of ACS cables and system programming by a Genetec certified technician.	LS	1	\$ 20,274.00	
6	Gate 22	Includes decommissioning and removal of existing gate operator, loop detectors and in-ground detection loops, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Patch all asphalt/concrete, paint new ingress and egress stop bars. Termination of ACS cables and system programming by a Genetec certified technician.	LS	1	\$ 20,443.00	
7	Allowance (AAE)	Allowance Account (AAE)	DR	1	\$10,000.00	
in words: One Hundred Twenty Two Thousand Three Hundred Twenty and 00/100 Dollars					TOTAL: \$ 122,320.00	
BF 4.1						

Boca Raton Airport (BCT)					
AOA Security Gate Upgrades, Boca Raton Airport Authority					
Bid Form					
May 28, 2018					
#	ITEM #	DESCRIPTION	Units	QTY	TOTAL

BID ALTERNATES			BID ALTERNATES		
The following items are add alternaters to the Base Bid of the Contract. The Lump Sum price provided for each item shall include all materials and labor required to provide a complete and working system as described in the Contract Documents (Drawings and Written Specifications). The Work shall include, but is not limited to, the items described. The Contractor shall be responsible for understanding the complete Scope of Work prior to submitting a bid.					
The Owner reserves the right to award all or part of the work based on available funding.					
1	Mobilize	Mobilization of all equipment, materials and contractor personnel for completion of all direct work for project completion	LS	1	\$ 0.00
2	Alternate 1 (Gate 1)	Includes decommissioning and removal of existing gate operator, loop detectors, in-ground detection loops, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver and surge protection, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Patch all asphalt/concrete, paint new ingress and egress stop bars. Termination of ACS cables and system programing by a Genetec certified technician.	LS	1	\$ 20,920.00
3	Alternate 2 (Gate 9)	Includes decommissioning and removal of existing gate operator, loop detectors, and pavement markings, per plan. Install new gate operator, loop detectors, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver and surge protection, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Patch all asphalt/concrete. Termination of ACS cables and system programing by a Genetec certified technician.	LS	1	\$ 18,353.00
4	Alternate 3 (Gate 11)	Includes decommissioning and remove existing gate operator, loop detectors, in-ground detection loops, and pavement markings, per plan. Install new gate operator, loop detectors, in-ground detection loops, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver and surge protection, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Patch all asphalt/concrete, paint new ingress and egress stop bars. Termination of ACS cables and system programing by a Genetec certified technician.	LS	1	\$ 19,897.00
5	Alternate 4 (Gate 24)	Includes decommission and removal of existing gate operator, loop detectors, and pavement markings, per plan. Install new gate operator, loop detectors, through beam photo-eyes, concrete pads, support post, edge sensors, wireless transmitters/receiver and surge protection, conduit, junction boxes, cables, etc. Relocate existing wide-gap magnetic switch. Patch all asphalt/concrete. Termination of ACS cables and system programing by a Genetec certified technician.	LS	1	\$ 18,647.00
BF 4.2					

**BID PRICE FORM
(Attachment No. 1 To The Bid Form)**

THIS PAGE MUST ACCOMPANY THE BID FORM IN THE MANNER SPECIFIED BELOW,
AND EACH SPACE MUST BE COMPLETED.

Below, BIDDER shall indicate the Total Amount Bid for the entire work. If the Contract Documents provide a Schedule of Values for the Work, then BIDDER shall total the quantities and amounts bid on its Schedule of Values and indicate such total below.

Base Bid: \$ 122,320.00 In words: ONE HUNDRED TWENTY
TWO THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS

Project Alternatives (If Applicable)

It is the intent of the BRAA to award the Contract on the Base Bid plus the optimum combination of Alternate Bid(s) which available funding will allow. If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder of whichever combination of Base and Alternate Bid(s) BRAA chooses.

Alternative Bid No. 1: \$ 20,920.00 In words: TWENTY THOUSAND
NINE HUNDRED TWENTY AND 00/100 DOLLARS

Alternative Bid No. 2: \$ 18,353.00 In words: EIGHTEEN
THOUSAND THREE HUNDRED FIFTY THREE AND 00/100 DOLLARS

Alternative Bid No. 3: \$ 19,897.00 In words: NINETEEN
THOUSAND EIGHT HUUNDRED NINETY SEVEN AND 00/100 DOLLARS

Alternative Bid No. 4: \$ 18,647.00 In words: EIGHTEEN
THOUSAND SIX HUNDRED FORTY SEVEN AND 00/100 DOLLARS

**CONTRACT TIME AND LIQUIDATED DAMAGES DISCLOSURE
(Attachment No. 2 To The Bid Form)**PROJECT NAME: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

The Contractor may not proceed with the Work without prior written authorization from the BRAA.
This authorization shall be called the **CONSTRUCTION NOTICE TO PROCEED**.

As detailed in Section 3.2 of the Contract:

COMPLETION TYPE	CALENDAR DAYS	LIQUIDATED DAMAGES FOR DELAY
Administrative Period	60 calendar days from issuance of Administrative Notice To Proceed	
Substantial Completion	75 calendar days from issuance of the Construction Notice to Proceed	\$500 per day
Final Completion	30 calendar days from achievement of Substantial Completion	\$250 per day

Due to the BRAA's constraints and overall project completion requirements, the Contractor shall complete the work within the calendar day durations specified above from the date of issuance of the Construction Notice to Proceed. Should the Contractor fail to complete the time-limited work by the timeframes specified, the BRAA will suffer damages and will be entitled to liquidated damages as set forth above.

TROPIC FENCE INC

(Name of Bidding Firm)

By: 

**PRIME CONTRACTOR WORK
(Attachment No. 3 To The Bid Form)**

PROJECT NAME: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

The Contractor shall perform a minimum of 10% of the work with his own direct hire forces. That portion of the work which will be performed by the General Contractor is as follows:

Item	Description Of Work	Contract Amount
1. DEMO OPERATORS	DEMO OF EXISTING GATE OPERATORS, LOOPS, PHOTO EYES, LIGHTED SIGNS, TRAFFIC CONTROL SPIKES, LIGHTED SIGNS AND PATCHING	\$ 8,900.00
2. INSTALL OPERATORS	INSTALL NEW OPERATORS, LOOPS, PHOTO EYES, SAFETY EDGES, KNOX SWITCH, RELOCATE WIDE GAP SWITCH, TOGGLE SWITCH	\$ 110,245.00
3. STOP BARS & ARROWS	REMOVAL OF EXISTING STOP BARS AND ININSTALL NEW STOP BARS AND ARROWS	\$ 3,175.00
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
<u>TOTAL DOLLAR VALUE OF CONTRACTOR WORK:</u>		\$ 122,320.00
<u>PERCENT OF WORK TO BE PERFORMED BY CONTRACTOR:</u>		% 100

Name of Bidder: TROPIC FENCE INC

BIDDERS LICENSE NUMBER: _____ MONETARY LIMIT: _____

BIDDERS CERTIFICATION NUMBER: U-135663 CLASSIFICATION: FENCE CONTRACTOR

DESIGNATION OF SUBCONTRACTORS (Attachment No. 4 To The Bid Form)

PROJECT: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

The Contractor shall perform a minimum of 10% of the work with his own direct hire forces. That portion of the Work which will be performed by Subcontractors (Electrical, Plumbing, HVAC, etc.) which require Licensing or Certification by the City of Boca Raton, Palm Beach County, the State of Florida or FAA as applicable shall be listed below.

*The Prime Contractor shall sub-contract with a designated, licensed "Security Sub-contractor (below)"

Name, Address and Telephone Number of Subcontractor	Type and Description of Work to be Performed	Subcontractor's License or Certification Number*	Contract Amount
1. N/A	*Security Sub-contractor		\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
<u>TOTAL DOLLAR VALUE OF SUBCONTRACTOR PARTICIPATION:</u>			\$
<u>PERCENT SUBCONTRACTOR PARTICIPATION:</u>			%

*Subcontractor's Certification Number Must Be Provided.

Name of Bidder: TROPIC FENCE INC

**BID OR PROPOSAL BOND
(Attachment No. 5 To The Bid Form)**



KNOW ALL MEN BY THESE PRESENTS: That we, Tropic Fence, Inc.
, as Principal (Bidder), and The Guarantee Company of North America USA
, as Surety, are held and firmly bound unto the Boca
Raton Airport Authority (the "Obligee"), in full and just sum of FIVE PERCENT (5%) of
the actual total of the Bid referred to herein, in lawful money of the United States of
America, to be paid to the Obligee, to which payment will and truly to be made we bind
ourselves, our heirs, executors, administrators, successors and assignees, jointly and
severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a Bid to the Obligee in response to
Invitation to Bid No. 2018-BRAA-0002 - Airside Operations Area (AOA) Security
Gate Improvements (the "Invitation to Bid").

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if
the said Principal shall execute a contract and give bond for the faithful performance
thereof within the time period as stipulated by the project specifications after being
notified in writing of the award of such contract to Principal, or if the Surety shall pay
the Obligee the full amount of this bond, then this obligation shall be void; otherwise it
shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 22nd day of June, 2018.

NAME OF SURETY: The Guarantee Company of North America USA

By: Michael A. Holmes

Florida Licensed Insurance
Agent or Attorney-in-Fact

Michael A. Holmes

Type/Print

Countersigned:

**BID OR PROPOSAL BOND Cont.
(Attachment No. 5 To The Bid Form)**

By: Michael A. Holmes Michael A. Holmes
Florida Licensed Insurance Type/Print
Agent

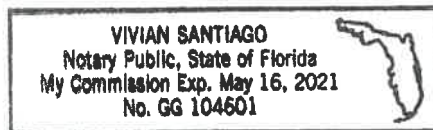
The following statement to be completed regarding the Florida Licensed Insurance Agent:

State of Florida
County of Broward

Before me, the above signed authority, personally appeared Michael A. Holmes, who is personally known to me or has produced N/A (type of identification) identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Florida to represent The Guarantee Company of North America USA of Michigan, a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he has signed or countersigned the above bond on their behalf.

Sworn, and subscribed to before me this 22nd day of June, 20 18.

V. Santiago





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gerald J. Arch, Michael A. Holmes
Brown & Brown of Florida, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of June, 2018

Randall Musselman, Secretary

BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT (Attachment No. 6 To The Bid Form)

N/A

BID NUMBER: Task 41D

DATE: _____

<p><u>Beneficiary:</u></p> <p>Boca Raton Airport Authority through its Executive Director, Clara Bennett 903 NW 35th Street Boca Raton, Florida 33431</p> <p><u>Applicant:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Date of Issuance: _____</p> <p>Issuing Bank No. _____</p> <p>Amount: _____ In United States Funds</p> <p>Expiration Date: _____</p> <p>Date of LOC: _____</p> <p>Bid Number: _____</p>
--	---

We hereby authorize you to draw on _____
(Bank name) at _____
(Branch address) by order of and for the account of _____
_____ (Applicant) up to an aggregate amount, in United States Funds, of _____
_____ available by your drafts at sight, accompanied by:

A signed statement from the Boca Raton Airport Authority's Executive Director, countersigned by Airport Legal Counsel, that the drawing is due to default in performance of obligations on the part of _____ [Applicant] _____ incurred as a respondent to Invitation to Bid No. _____ - _____.

Drafts must be drawn and negotiated not later than _____
[90 days from date of bid opening].

**BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT Cont.
(Attachment No. 6 To The Bid Form)**

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ of _____
_____, 20____" (Bank name) dated _____

This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the Contract and the submission of any Performance Guaranty and Insurance Policies and Endorsements by the Applicant shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

Print Name: _____

Title: _____

SCHEDULE 1
LIST OF PROPOSED DBE SUBCONTRACTORS
(Attachment No. 7 To The Bid Form)

PROJECT NAME: **AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS** PROJECT NO: _____
NAME OF PRIME BIDDER: **TROPIC FENCE INC** PHONE NO.: **954 978-1250**
CONTACT PERSON: **STEVE NESPOLI** FAX NO: **954 960-1432**
BID DATE: **6/26/2018** DEPARTMENT: **ESTIMATING**

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	Women	Other (Please Specify)
N/A		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	Total:	\$	\$	\$	\$
Total Bid Price:	\$	Total Value of DBE Participation:		\$	

Note: The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment. GOALS STATED IN THE BID REQUIREMENTS ARE MINIMUMS AND NO ROUNDING WILL BE ACCEPTED.

SCHEDULE 6
DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET
(Attachment No. 8 To the Bid Form)

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

BIDDER: TROPIC FENCE INC

Failure to complete this solicitation sheet and submit it with the bid may be sufficient cause for rejection of the bid. Submit information in each column. Failure to complete an area may result in a determination the bid is NOT RESPONSIVE.

Project Name: AOA Security Gate Improvements

Telephone: 954 978-1250

Firm Name: TROPIC FENCE INC

Address: 1864 NW 21 STREET
POMPANO BEACH FL 33069

Construction Bond Waived: Yes _____ No X

DBE Firm:

Company Name and Contact Person

None

Address and Zip Code

Telephone Number and Area Code

DBE Certification

MBE _____ WBE _____ DBE _____

Type of Subcontract or Materials

Date Contacted (cert. mail, fax, phone)

Quote Received

YES _____ NO _____

Dollar Amount

\$ _____

SCHEDULE 6 Cont.
DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET
(Attachment No. 8 To The Bid Form)

Reasons for **Not** using this Firm

N/A NOT REQUIRED

Contractor's contact with the solicited Subcontractors and Suppliers should be at least fifteen (15) calendar days prior to the bid to ensure that the solicited firms have sufficient time to adequately prepare their bid.

PLEASE SUPPLY ANY OTHER INFORMATION WHICH MAY POSITIVELY IMPACT ON THE DETERMINATION OF YOUR FIRM AS A RESPONSIVE BIDDER ON ADDITIONAL SHEETS.

Signature: _____

(Authorized Representative)

COMPLETE ONE FORM FOR EACH SOLICITATION OF SUBCONTRACTOR OR SUPPLIER:

NAME OF BIDDER: TROPIC FENCE INC

**BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS
(Attachment No. 9 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted by:

Name of BIDDER: TROPIC FENCE INC

FEIN of BIDDER: 59-2642924

To the extent applicable to this Project, BIDDER hereby certifies, attests and acknowledges that it will comply with and assist BRAA in its compliance with:

- Title 49, U.S.C., subtitle VII, as amended.
- Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- Hatch Act – 5 U.S.C. 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 40C U.S.C. 4601, et seq.
- National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- Clean Air Act, P.L. 90-148, as amended.
- Coastal Zone Management Act, P.L. 93-205, as amended.
- Flood Disaster Protection Act of 1973 - Section 102(a) - 40C U.S.C. 4012a.
- Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- Rehabilitation Act of 1973 - 29 U.S.C. 794.
- Title VI of the Civil Rights Act of 1964 (40C U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- Americans with Disabilities Act of 1990, as amended, (40C U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- Age Discrimination Act of 1975 - 40C U.S.C. 6101, et seq.
- American Indian Religious Freedom Act, P.L. 95-341, as amended.
- Architectural Barriers Act of 1968 -40C U.S.C. 4151, et seq.
- Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- Copeland Anti-kickback Act - 18 U.S.C. 874.
- National Environmental Policy Act of 1969 - 40C U.S.C. 4321, et seq.
- Wild and Scenic Rivers Act, P.L. 90-540C, as amended.
- Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- 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).

**BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont.
(Attachment No. 9 To The Bid Form)**

- Executive Order 11246 - Equal Employment Opportunity
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- Executive Order 12898 - Environmental Justice
- 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 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].
- 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- 14 CFR Part 150 - Airport noise compatibility planning.
- 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- 29 CFR Part 1 - Procedures for predetermination of wage rates.
- 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.
- 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).
- 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- 49 CFR Part 20 - New restrictions on lobbying.
- 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.
- 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
- 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 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.

BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont. (Attachment No. 9 To The Bid Form)

- 49 CFR Part 32 – Government wide Requirements for Drug-Free Workplace (Financial Assistance)
- 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

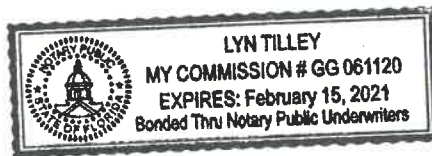
Certified and attested on behalf of BIDDER by: STEVE NESPOLI
on this 26 day of JUNE, 2018.



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018
on behalf of TROPIC FENCE INC by STEVE NESPOLI
its VICE PRESIDENT. He/she is personally known to me or has produced
as identification and did () did not (x) take an oath.

[Seal]




NOTARY PUBLIC

BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS (Attachment No. 10 To The Bid Form)

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted by:

Name of BIDDER: TROPIC FENCE INC

FEIN of BIDDER: 59-2642924

To the extent applicable to this Project, BIDDER hereby certifies, attests and acknowledges that it will comply with and assist BRAA in its compliance with:

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety
- 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
- Florida Building Code
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 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

Certified and attested on behalf of BIDDER by: STEVE NESPOLI
on this 26 day of JUNE, 2018.

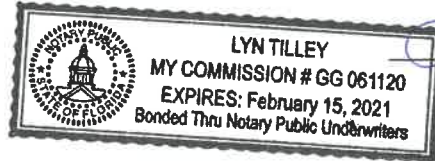


STATE OF FLORIDA)
COUNTY OF BROWARD)

**BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS
(Attachment No. 10 To The Bid Form)**

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018
on behalf of TROPIC FENCE INC by STEVE NESPOLI
its VICE PRESIDENT. He/she is personally known to me or has produced
as identification and did () did not (☒) take an oath.

[Seal]



Lyn Tilley
NOTARY PUBLIC

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES
ON PUBLIC ENTITY CRIMES
(Attachment No. 11 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted by:

Name of BIDDER: TROPIC FENCE INC

FEIN of BIDDER: 59-2642924

BIDDER hereby certifies and attests:

I understand that a “public entity crime” is defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime: or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES Cont.
(Attachment No. 11 To The Bid Form)**

I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989,

AND

- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings, the final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES
ON PUBLIC ENTITY CRIMES Cont.
(Attachment No. 11 To The Bid Form)**

Certified and attested on behalf of BIDDER by: STEVE NESPOLI
on this 26 day of JUNE, 2018.

Steve Nespoli

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018
on behalf of TROPIC FENCE INC by STEVE NESPOLI
its VICE PRESIDENT. He/she is personally known to me or has produced
as identification and did () did not (X) take an oath.

[Seal]



Lyn Tilley
NOTARY PUBLIC

END OF SWORN STATEMENT - PUBLIC ENTITY CRIMES

TRENCH SAFETY AFFIDAVIT **(Attachment No. 12 To The Bid Form)**

Project: **AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS**

Florida Trench Safety Act, Section 553.60, Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The BIDDER, by virtue of the solicitation submission, affirms that the BIDDER is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the BIDDER and subcontractors.

The BIDDER is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The BIDDER further identified the costs and methods summarized below:

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost per Linear Foot of Trench, or Per Square Foot of Shoring
N/A		\$
		\$
		\$
		\$
		\$
		\$
	Total:	\$

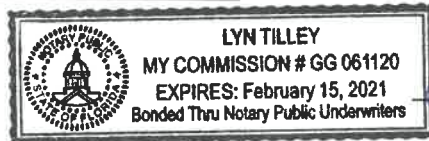
Certified and attested on behalf of BIDDER by: **STEVE NESPOLI**
on this 26 day of JUNE, 2018.



STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018
on behalf of **TROPIC FENCE INC** by **STEVE NESPOLI**
its **VICE PRESIDENT**. He/she is personally known to me or has produced
as identification and did () did not (x) take an oath.

[Seal]




NOTARY PUBLIC

**BIDDERS INFORMATION SHEET
(Attachment No. 13 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

BIDDER shall complete and submit this form with its proposal.

FIRM'S NAME: TROPIC FENCE INC

ADDRESS: 1864 NW 21 STREET

POMPANO BEACH FL 33069

TELEPHONE: 954 978-1250

FAX: 954 960-1432

EMAIL ADDRESS: TROPICFENCE@BELLSOUTH.NET

DATE OF INCORPORATION: 1/8/1986

OF YEARS IN BUSINESS: 32

FIRM'S ANNUAL GROSS RECEIPTS: \$ 4,398,508.44 **YEAR:** 2017

CERTIFIED DBE: ☐ YES ☒ NO

NON-DBE: ☒ YES ☐ NO

**SUBCONTRACTOR INFORMATION SHEET
(Attachment No. 14 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

BIDDER shall submit this form with its proposal for each of its subcontractors.

FIRM'S NAME: N/A

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____

FIRM'S ANNUAL GROSS RECEIPTS: \$ _____ **YEAR:** _____

CERTIFIED DBE: ☐ YES ☐ NO

NON-DBE: ☐ YES ☐ NO

SUBCONTRACTOR'S QUOTE: \$ _____

TYPE OF WORK: _____

**BUY AMERICAN CERTIFICATE (JAN 1991)
(Attachment No. 15 To The Bid Form)**

Airport Sponsor: **Boca Raton Airport Authority**

Project: **AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS**

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. BIDDER certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *


Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

BUY AMERICAN CERTIFICATE (JAN 1991) Cont. (Attachment No. 15 To The Bid Form)

As a matter of bid responsiveness, the BIDDER must complete and submit this certification with their bid proposal. BIDDER must sign and date the certification. BIDDER must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements:

- ☒ **The BIDDER hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The BIDDER further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**
- ☐ **The BIDDER hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the BIDDER therefore requests a waiver per Title 49 U.S.C Section 50101(b). The BIDDER further agrees that upon notification from the Owner, the BIDDER identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.**

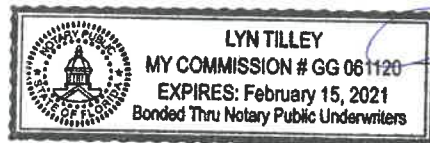
Certified and attested on behalf of BIDDER by: STEVE NESPOLI
on this 26 day of JUNE, 2018.



STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018
on behalf of TROPIC FENCE INC by STEVE NESPOLI
its VICE PRESIDENT. He/she is personally known to me or has produced
as identification and did () did not (x) take an oath.

[Seal]




NOTARY PUBLIC

**NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION
(Attachment No. 16 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS

BIDDER: TROPIC FENCE INC

You are hereby advised that no contract will be awarded to a company:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)

THE FOLLOWING CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

By signing below and submitting a proposal for the above-referenced Project, the BIDDER certifies that with respect to this solicitation, and any resultant contract, the BIDDER:

- Is ☐ is not ☒ a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
- Has ☐ has not ☒ entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and
- Has ☐ has not ☒ entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

The BIDDER agrees that, if awarded a contract resulting from this solicitation, it will incorporate the certification provided in 49 C.F.R. §30.15(g) in each solicitation for subcontracts issued and subcontracts entered into under such contract.

The BIDDER shall not knowingly enter into any subcontract under this contract:

- with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or
- for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION
Cont.
(Attachment No. 16 To The Bid Form)

The BIDDER shall provide immediate written notice to the Contract Administrator if, at any time prior to contract award, the BIDDER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The BIDDER may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.

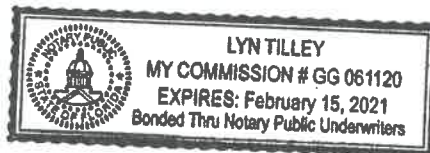
Certified and attested on behalf of BIDDER by: STEVE NESPOLI
 on this 26 day of JUNE, 2018.



STATE OF FLORIDA)
 COUNTY OF BROWARD)

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 on behalf of TROPIC FENCE INC by STEVE NESPOLI
 its VICE PRESIDENT. He/she is personally known to me or has produced
 as identification and did () did not (x) take an oath.

[Seal]




 NOTARY PUBLIC

**CONSTRUCTION CHANGE PROPOSAL
(Attachment No. 17 To The Bid Form)**

Project: AIRSIDE OPERATIONS AREA(AOA) SECURITY GATE IMPROVEMENTS *Number:* 2018-BRAA-0002
To: _____ *From:* _____
Re: _____ *Date:* _____

Keyword Description: _____
Date Quotation Required: _____

The following modification to the contract has been identified. Pursuant to the General Provisions, please provide a proposal as described in Item 1. The proposal should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit as required in General Provisions SP 10. This request shall not be considered authorization to proceed with the work herein described.

To be completed by Initiator of Request:

1. Scope of Work: (include list of attachments)

2. Reason(s) for Modification: ☐ Owner ☐ Unforeseen Conditions (site, weather, etc.) ☐ Other

3. Approval of Request:

Owner: _____ Date: _____

Engineer: _____ Date: _____

**CONSTRUCTION CHANGE PROPOSAL Cont.
(Attachment No. 17 To The Bid Form)**

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown)

\$

5. Will a modification to the contract time be required?

☐ Yes

☐ No

If so, trade(s):

No. of

personnel:

Duration:

(calendar
days)

6. Attachment identification:
(list)

7. Quotation is in effect until:
(date)

8. Approval of
Quotation:

Contractor:

Date:

CONSTRUCTION CHANGE PROPOSAL Cont. (Attachment No. 17 To The Bid Form)

Complete and attach Proposal Worksheet Detail for each element of Work. Enter Worksheet Information below.

***Labor shall be broken down by classification**

ADDITIONS:

Item	Sheet	Description	Material		
			Unit Qty	Unit Price	Subtotal
Subtotal Material					
*Labor					
		List Manhours by Class	Hours	Rate	Subtotal
Subtotal Labor					
Subtotal:					

DEDUCTIONS:

Item	Sheet	Description	Material		
			Unit Qty	Unit Price	Subtotal
Subtotal Material					
*Labor					
		List Manhours by Class	Hours	Rate	Subtotal
Subtotal Labor					
Subtotal:					

Subcontractor's Net: _____

Subcontractor's OH&P: _____

Subcontractor's Bond: _____

Subcontractor's Total: \$ -

Contractor's OH&P: _____

Contractor's Bond: _____

Insurance: _____

Tax: _____

Worksheet Total: \$ -



CERTIFICATE OF LIABILITY INSURANCE

TROP112 OP ID: JRC

DATE (MM/DD/YYYY)

06/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc 1661 Worthington Rd, Suite 175 West Palm Beach, FL 33409 Michael Vega, CRIS		CONTACT NAME: Michael Vega, CRIS PHONE (A/C, No, Ext): 561-686-2266 E-MAIL ADDRESS: acryan@bb-wpb.com FAX (A/C, No): 561-686-2313		
INSURED Tropic Fence, Inc. 1864 NW 21st St Pompano Beach, FL 33069		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Southern-Owners Insurance Co.		10190
		INSURER B: American States Insurance Co.		19704
		INSURER C: FFVA Mutual Insurance Co		10385
		INSURER D: Federal Insurance Company		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0923827272297417	08/21/2017	08/21/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input checked="" type="checkbox"/> PD Ded \$500/Claim						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:							GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01C18895031	08/21/2017	08/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							PIP	\$ 10,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4812389000	08/21/2017	08/21/2018	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	WC84000226342017A	08/21/2017	08/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Rented/Leased Equi			45464893	08/21/2017	08/21/2018	150,000	Ded \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Airside Operations Area (AOA) Gate Improvements
Boca Raton Airport Authority, a Special District of the State of Florida, its Members, Officers, Employees and Agents, including attorneys and current tenants are named Additional Insured with respects to General Liability and Commercial Automobile as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

BOCAR-1

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE **BOCAR-1**
INSURED'S NAME **Tropic Fence, Inc.**

TROP12
OP ID: JRC

PAGE 2
Date **06/21/2018**

A Waiver of Subrogation applies to General Liability, Commercial
Automobile and Workers Compensation in favor of Boca Raton Airport
Authority a Special District of the State of Florida, its Members,
Officers, Employees and Agents, including attorneys and current tenants.
General Liability applies on a Primary and Non-Contributory basis as
required by written contract.



**Construction Industry Licensing Board of
Palm Beach County**

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

STEVEN P NESPOLI
1140 SE 14TH TER
DEERFIELD BEACH, FL 33441-7122

Congratulations on obtaining your **FENCE CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-13563	FENCE CONTRACTOR



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : STEVEN P NESPOLI
FIRM : TROPIC FENCE INC
DBA :
1864 NW 21 ST
POMPANO BEACH, FL 33069



Issued : 08/16/2017

Expiration date: 09/30/2019

CONTRACT
BETWEEN
BOCA RATON AIRPORT AUTHORITY



and

for

AOA SECURITY GATE IMPROVEMENTS

BID/CONTRACT NO.: 2018-BRAA-0004

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005231 - CONTRACT

THIS IS A CONTRACT, by and between the Boca Raton Airport Authority (the "BRAA"), an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida, and _____, (the "CONTRACTOR"), a _____, for _____ in the total amount of _____.

In consideration of the mutual promises contained herein, the sufficiency of which the parties acknowledge, the BRAA and CONTRACTOR agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Contract, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition. Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. Airport: The Boca Raton Airport.
- 1.2. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. Board: The Board of Members of the Boca Raton Airport Authority, its successors and assigns.
- 1.4. BRAA: The Boca Raton Airport Authority, an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida. In all respects hereunder, BRAA's performance is pursuant to BRAA's position as the owner of a construction project. In the event BRAA exercises its regulatory BRAA as a governmental body, the exercise of such regulatory BRAA and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to BRAA's regulatory BRAA as a governmental body and shall not be attributable in any manner to BRAA as a party to this Contract.
- 1.5. Change Order: A written document effectuating a change in the Contract Price or Contract Time or a material change in the Work.
- 1.6. Construction Initiation Date: The date set forth in the Project Notice to Proceed upon which the Contract Time commences.
- 1.7. CONSULTANT: Architect or Engineer or Specialty Consultant who has contracted with the BRAA to provide professional services for this Project.
- 1.8. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.

- 1.9. Contract Administrator: The Executive Director of the BRAA or his or her designee.
- 1.10. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Instructions to Bidders, Supplemental Instructions to Bidders, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Supplemental Conditions, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Instruction(s), Field Bulletin(s) and any additional documents the submission of which is required by this Project.
- 1.11. Contract Price: The original amount established in the bid submittal and award by the BRAA, as may be amended by Change Order.
- 1.12. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by Change Order.
- 1.13. CONTRACTOR: The person, firm, or corporate entity with whom the BRAA has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
- 1.14. Field Order: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.15. Final Completion: The date certified by CONSULTANT in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.16. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.
- 1.17. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.18. Project: The construction, assembly or installation project described in the Contract Documents, including the Work described therein.
- 1.19. Project Initiation Date: The date set forth in the Project Notice to Proceed, as described in Article 3, upon which the Contract Time commences.
- 1.20. Subcontractor: A person, firm or corporate entity having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

- 1.21. Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by Contract Administrator in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the BRAA or its designee can enjoy use or occupancy of and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.22. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.23. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project. See Invitation to Bid No. 2015-BRAA-003.

ARTICLE 3 CONTRACT TIME

- 3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of two or more notices to proceed issued by the Contract Administrator. The first notice to proceed (the "Administrative Notice to Proceed") will not be issued until CONTRACTOR's submission to BRAA of all required documents and after execution of the Contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for commencement of the Work, as well as ordering of all materials and supplies necessary for performance of Work shall be commenced within ten (10) calendar days after the date of the Administrative Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from CONSULTANT to apply for construction permits to applicable permitting authorities. Issuance of all necessary permits by applicable permitting authorities shall be a condition precedent to the issuance of the second notice to proceed (the "Project Notice to Proceed") for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation prior to the issuance of the Project Notice to Proceed. The Work to be performed pursuant to the Project Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the Project Notice to Proceed.
- 3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within the calendar days and per the terms established in Attachment 2 of the

Bid Form, and completed and ready for final payment in accordance with Article 6 of the Contract duration of 30-calendar days from the date of Substantial Completion.

- 3.3. Upon failure of CONTRACTOR to substantially complete the Work within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to BRAA the sum of **Five Hundred and 00** Dollars (**\$500.00**) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to BRAA the sum of **Two Hundred Fifty and 00** Dollars (**\$250.00**) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to BRAA for its inability to obtain full beneficial occupancy and utilization of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by BRAA as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

- 3.4. BRAA is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as BRAA may, in its sole discretion, deem just and reasonable.
- 3.5. CONTRACTOR shall be responsible for reimbursing BRAA, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT construction administration costs, including but not limited to inspections, Project management, and contract management services, shall be pursuant to the contract between BRAA and CONSULTANT, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by BRAA as costs are incurred by CONSULTANT and agreed to by BRAA.

ARTICLE 4 CONTRACT SUM

☒ This is a Unit Price Contract:*

- 4.1. BRAA shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the Schedule of Prices bid. The number of units contained in this Schedule of Prices is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.
- 4.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as

stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

☒ This is a Lump Sum Contract:*

- 4.3. BRAA shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded and paid in accordance and subject to compliance with Article 5.
- 4.4. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply as appropriate depending upon the type of Work being performed by CONTRACTOR and approved by BRAA.

ARTICLE 5 PROGRESS PAYMENTS

- 5.1. CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves DBE requirements, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or Contract Administrator. CONTRACTOR shall submit with each Application for Payment, an updated CPM progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payroll Form, a statement indicating the cumulative amount of DBE participation to date, and a release of claims relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payroll Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form. Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:

(Insert name and address of individual to receive the Pay Application)

Pencil copy progress payment reviews to confirm completed or partially completed portions of work are required with the Engineer of Record prior to submittal for DBE compliance review. Upon quantifying work performed for a given 30-day pay period, the CONTRACTOR shall formally submit (stamped "day and time received") for review, the pencil copy progress payment application with all quantity entries and amounts due for payment. The formal submittal will be stamped to initiate the Airport Authority 25-business day review process, which includes DBE compliance review. Pencil copy reviews with the EOR will be completed by the CONTRACTOR within five (5) working days after formal pencil copy submittal. All quantity entries and payments due must be accurately presented in the CONTRACTORS pencil copy progress payment application. Upon approval of the pencil copy application, the CONTRACTOR shall formally submit the approved pencil copy document with DBE Compliance paperwork for DBE Compliance review. If at any time during the formal review process, the payment application submittal is rejected as a result of missing or deficient information, the contractor shall make all required corrections and resubmit progress payment application to restart the 25-business day review process.

All such progress payments (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered, above. Payments of Invoices shall be subject to approval as specified above and if approved, payment shall be due 25 business days after the date on which the Invoice is stamped "received." At the end of the 25 business days, the CONTRACTOR may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 5 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet ALL Contract submittal requirements, the BRAA shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. For all disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

- 5.2. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by BRAA until Final Completion and acceptance by BRAA in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any interest earned on retainage shall accrue to the benefit of BRAA.
- 5.3. BRAA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.3.1 Defective or partially completed work not remedied or completed.
 - 5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or BRAA because of CONTRACTOR's performance.
 - 5.3.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
 - 5.3.4 Damage to another contractor not remedied.

- 5.3.5 Liquidated damages and costs incurred by CONSULTANT for extended construction administration, inspection and testing services.
- 5.3.6 Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

- 6.1. Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 6.2. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice.
- 6.3. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and CONSULTANT so certifies, BRAA may, upon certificate of CONSULTANT, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 6.4. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 7 MISCELLANEOUS

- 7.1. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 7.2. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 7.3. Public Entity Crimes - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, 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 the BRAA, may not submit a bid on a contract with the BRAA for the construction or repair of a public building or public work, may not submit bids on leases of real property to the BRAA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the BRAA, and may not transact any business with the BRAA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in cancellation of the BRAA purchase and may result in CONTRACTOR debarment.

- 7.4. Independent Contractor - CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be supervised by CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the BRAA. This Contract shall not constitute or make the parties a partnership or joint venture.
- 7.5. Third Party Beneficiaries - Neither CONTRACTOR nor BRAA intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.
- 7.6. Notices - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For BRAA: Ms. Clara Bennett, Executive Director
Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431

With a copy to: Amy Taylor Petrick, Esq.
Lewis, Longman, & Walker, PA
515 N. Flagler Drive, Ste 1500
West Palm Beach, Florida 33301

For CONTRACTOR:

- 7.7. Assignment and Subcontracting - Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder without the previous written consent of the Contract Administrator. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Article 28 of the General Conditions.
- 7.8 Standard of Performance - CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to BRAA's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of BRAA shall be comparable to the best local and national standards.
- 7.8. Materiality - BRAA and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.
- 7.10 Waiver of Breach - BRAA's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver by the BRAA shall not be effective unless it is in writing, signed by the proper representative of the BRAA, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- 7.9. Severance - In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BRAA or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 7.10. Law, Jurisdiction, Venue, Waiver of Jury Trial -This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BRAA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**

TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

- 7.11. Amendments - No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein.
- 7.12. Prior Agreements - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.13. Payment for Stored Materials and Equipment - Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be executed per Section 5.2. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement: Boca Raton Airport BRAA, through its Board of Members, signing by and through its Chair or Vice-Chair, authorized to execute same by Resolution No. _____ adopted on the ____ day of _____, 20____, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

BRAA

ATTEST:

Boca Raton Airport Authority, by and through
its Board of Members

Name: _____

Executed on _____, 2018

Approved as to form:

Name: _____

Airport Legal Counsel
Lewis, Longman, & Walker PA
515 N. Flagler Drive, St 1500
West Palm Beach, Florida 33401

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

_____	_____
Secretary	(Name of Corporation)
_____	By _____
(Print/Type Name)	President/Vice-President
_____	_____
(Corporate Seal)	(Type/Type Name and Title)
	____ day of _____, 20 ____.

[If not incorporated sign below.]

BRAA REQUIRES FOUR (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

005232 CONTRACT SUPPLEMENT

Check all that apply and are incorporated into the Contract Documents:

☐ ~~FAA Grant Project~~

- ~~A. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through the Federal Aviation Administration referred to as _____ No. _____, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.~~
- ~~B. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents, and CONTRACTOR is responsible for familiarizing itself with these clauses, terms and conditions.~~
- ~~C. 005232A Federal Forms are incorporated into the Contract Documents.~~

☐ DBE Requirements

- A. The CONTRACTOR sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- B. The BRAA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.
1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
 2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
 3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs.
 4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.
- C. The CONTRACTOR agrees to pay each subcontractor for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the CONTRACTOR receives from BRAA. The CONTRACTOR agrees further to return retainage payments to

each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BRAA. This clause applies to both DBE and non-DBE subcontracts.

[] FDOT Grant Project

- A. By virtue of the fact that the funding of this Project will be delivered in full or in part from the government of the State of Florida through the Florida Department of Transportation referred to as _____ Financial Project No. 435626-1-94-01 .
- B. Clauses, terms, or conditions required by FDOT are hereby attached and made a part of the Contract Documents, and CONTRACTOR is responsible for familiarizing itself with these clauses, terms and conditions.
- C. All design plans and specifications must comply with applicable federal, state, local, 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.
- D. CONTRACTOR shall perform all Work in accordance with the following standards, as applicable:
 - 1. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and
 - 2. Highways (Commonly Referred to as the "Florida Green Book")
 - 3. Manual on Uniform Traffic Control Devices
 - 4. Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
 - 5. Standard Specifications for Construction of General Aviation Airports
 - 6. Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- E. CONTRACTOR shall ensure that completed construction complies with the project plans and specifications, and CONSULTANT must certify such compliance before the Work is deemed to be finally completed.

005233 GENERAL CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 The Contract Documents are defined in Section 1.10 of the Contract.
- 1.2 The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions except when CONSULTANT may authorize, in writing, an exception.
- 1.3 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by CONSULTANT. CONTRACTOR shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from CONSULTANT.
- 1.4 CONTRACTOR shall be furnished six (6) copies, free of charge, of the Contract Documents; two (2) of which shall be preserved and always kept accessible to CONSULTANT, the Contract Administrator and authorized representatives. Additional copies of the Contract Documents may be obtained from BRAA at the cost of reproduction.

ARTICLE 2 - INTENTION OF BRAA

It is the intent of BRAA to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed, installed or implemented in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CONTRACTOR whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental BRAA, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and CONTRACTOR shall comply therewith. BRAA shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

ARTICLE 3 - PRELIMINARY MATTERS

- 3.1. At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, CONTRACTOR shall submit to CONSULTANT for CONSULTANT's review and acceptance:
 - 3.1.1. A progress schedule in the indicated form:
 - ☐ Bar Chart
 - ☐ Modified Critical Path Method (CPM)
 - ☒ CPM

☐ Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by CONTRACTOR, submitted as part of each Application for Payment and shall be acceptable to CONSULTANT. In the event the payment applications are not submitted at regularly monthly intervals by the Contractor, the monthly CPM schedule submittal requirement will remain in effect.

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary Schedule of Prices for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

| ☐ |

3.1.4. After award but prior to the submission of the progress schedule, CONSULTANT, Contract Administrator and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor BRAA shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3.3. Within thirty (30) days from the Project Initiation Date, a pre-construction/pre-work conference hosted by the Contract Administrator and attended by CONTRACTOR, CONSULTANT and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within ten (10) days after the pre-construction/pre-work conference, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CONSULTANT review. The finalized progress schedule will be accepted by CONSULTANT only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by BRAA or CONSULTANT of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONSULTANT or BRAA responsibility for the progress

or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized Schedule of Prices pursuant to subsection 3.1.3 above must be acceptable to CONSULTANT as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (BRAA FORM BD002) and Payment Bond (BRAA FORM BD001).

- 4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to BRAA the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.
- 4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by BRAA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Contract.
- 4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Palm Beach County and provide BRAA with evidence of such recording.
- 4.4. Alternate Form of Security - In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit (BRAA Form BD003). Such alternate forms of security shall be subject to the approval by the BRAA and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by BRAA for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

- 5.1. Bid Bonds, Performance Bonds and Payment Bonds:
 - 5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
 - 5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention

of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide BRAA with evidence satisfactory to BRAA, that such excess risk has been protected in an acceptable manner.

- 5.1.3. The surety company shall have at least the following minimum ratings. A surety company that is rejected by BRAA may be substituted by the Bidder or proposer with a surety company acceptable to the BRAA, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

<u>Amount of Bond</u>	<u>Policy- holder's Ratings</u>	<u>Financial Size Category</u>
\$500,001 to \$1,000,000	A, A-	Class I
\$1,000,001 to \$2,000,000	A, A-	Class II
\$2,000,001 to \$5,000,000	A	Class III
\$5,000,001 to \$10,000,000	A	Class IV
\$10,000,001 to \$25,000,000	A	Class V
\$25,000,001 to \$50,000,000	A	Class VI
\$50,000,001 or more	A	Class VII

- 5.2 More stringent requirements of any grantor agency are set forth within the Supplemental Instructions to Bidders. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless BRAA, its 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 intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by Contract Administrator and BRAA Attorney, any sums due CONTRACTOR under this Contract may be retained by BRAA until all of BRAA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by BRAA.

ARTICLE 7 INSURANCE REQUIREMENTS

- 7.1. Except as modified herein, the insurance coverage requirements for this project are identified in the Insurance Standards section of the Boca Raton Airport Regulations, as amended, which can be found at <http://www.bocaairport.com/documents> and is a part of the Contract Documents.

- 7.1.1. CONTRACTOR shall maintain Commercial General Liability Insurance in an amount greater than or equal to \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- 7.1.2. The Contractor shall provide Umbrella/Excess Liability insurance in an amount greater than or equal to \$5,000,000.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.
- 7.3. The policy(ies) must be endorsed to provide BRAA with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in the Insurance Requirements Form. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 7.5. The BRAA reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
- 7.6. BRAA and CONSULTANT are to be expressly included as Additional Insureds in the name of "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" with respect to general liability and excess liability coverages arising out of operations performed for BRAA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" as additional insureds.

ARTICLE 8 LABOR AND MATERIALS

- 8.1. Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 8.2. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

- 11.1. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 11.2. Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

ARTICLE 12 RESOLUTION OF DISPUTES

- 12.1. To prevent all disputes and litigation, it is agreed by the parties hereto that, CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CONSULTANT's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the Contract Administrator and CONTRACTOR shall be submitted to CONSULTANT in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, CONSULTANT shall notify the Contract Administrator and CONTRACTOR in writing of CONSULTANT's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CONSULTANT requires additional time to gather information or allow the parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all non-technical administrative disputes, shall be determined by the Contract Administrator pursuant to the time periods

provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 12.2.** In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law.
- 12.3. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

- 13.1.** CONSULTANT and BRAA shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.
- 13.1.1.** Unless otherwise provided in the Contract, Drawings, and Specifications, shop testing of materials or work shall be performed by the CONTRACTOR at its expense and in accordance with the Technical Specifications. Quality Control (QC) testing of materials placed on-site shall be provided by the CONTRACTOR and performed by the CONTRACTOR's Certified Testing Laboratory. All tests shall be performed in accordance with the requirements of ASTM Standards, ACI standards, or as stipulated in the Technical Specifications. The BRAA may provide Q/A testing as means of verification of CONTRACTOR's QC Testing. CONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. CONTRACTOR shall provide reasonable and accurate notice of when construction activities, which require BRAA's Q/A testing services are required. CONTRACTOR shall be responsible for stand-by and other costs associated with the Q/A testing agency if that construction activity is delayed or canceled.
- 13.1.2.** Should the Contract Documents, CONSULTANT's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority

other than BRAA, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.

- 13.1.3. Reexamination of any of the Work may be ordered by CONSULTANT with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, BRAA shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, including being covered prior to inspection in a manner that is inconsistent with the Contract Documents, permitting requirements or industry standards, CONTRACTOR shall pay such cost.
- 13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT.
- 13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

- 14.1. Superintendent Qualifications. CONTRACTOR shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to CONSULTANT. The superintendent must have at least five (5) years documented experience as a superintendent on projects similar to the Work in detail and scope. CONTRACTOR shall submit the superintendent's resumé and documented experience to CONSULTANT for CONSULTANT's approval five (5) days before the pre-construction meeting. The superintendent shall not be changed except with the written consent of CONSULTANT, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ.
- 14.2. The orders of BRAA are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by CONSULTANT upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 14.3. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the

Project site; visitors to the Project site, including representatives of BRAA, CONSULTANT, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by BRAA and CONSULTANT.

- 14.4. The Contract Administrator, CONTRACTOR, and CONSULTANT shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. CONSULTANT shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 14.5. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform the CONSULTANT and Contract Administrator, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- 14.6. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

ARTICLE 15 - BRAA'S RIGHT TO TERMINATE CONTRACT

- 15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, the Contract Administrator may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then BRAA's awarding authority for the Contract, may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials

and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition BRAA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by BRAA, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by BRAA shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to BRAA the amount of said excess.

- 15.2. If, after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of BRAA and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3. This Contract may be terminated for convenience in writing by BRAA upon ten (10) calendar days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.
- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3 or 15.5, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to BRAA all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 15.5. This Contract may also be terminated by the Board upon the disqualification of CONTRACTOR due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet non-discrimination or DBE obligations;

ARTICLE 16 SUSPENSION OF WORK

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the BRAA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the CONTRACTOR and BRAA may otherwise agree in writing. Suspension of Work by CONTRACTOR during any dispute or disagreement with BRAA shall entitle BRAA to terminate the Contract for cause.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

- 17.1 CONTRACTOR shall preserve all records, pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after Final Completion. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.
- 17.2 Records for all contracts, specifically including, but not limited to, lump sum contracts (i.e. fixed-price or stipulated sum contracts) unit price, or cost-plus or time and materials contracts, with or without guaranteed maximum (or not-to-exceed amounts) shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any BRAA representative or any outside representative engaged by BRAA for the purpose of examining such records. BRAA, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after Final Completion, or longer if required by law. BRAA's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with CONTRACTOR employees, field and agency labor, subcontractors, and vendors.

CONTRACTOR's "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in BRAA's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the BRAA in connection with the CONTRACTOR's dealings with the BRAA (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract Documents
- b) Compliance with Agreement provisions regarding the pricing of change orders
- c) Accuracy of CONTRACTOR representations regarding the pricing of invoices
- d) Accuracy of CONTRACTOR representations related to claims submitted by the CONTRACTOR including subcontractors, or any of its other payees.

BRAA's authorized representative(s) shall have reasonable access to the CONTRACTOR's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

BRAA, or its designees, shall have the right to audit, review, examine, inspect, analyze, and make copies of all written, electronic or other form of data, as described herein, in its original or written form, at a location within Palm Beach or Broward County, during the term of the agreement, or its required retention period. CONTRACTOR agrees to allow the BRAA, or its designees, access to all of its records, facilities and current or former employees deemed necessary by BRAA. BRAA reserves the right to conduct such audit or review at CONTRACTOR's place of business, if necessary, with 72 hours advance notice. CONTRACTOR agrees to provide adequate and appropriate work space.

In addition to the normal paperwork documentation the CONTRACTOR typically furnishes to the BRAA, in order to facilitate efficient use of BRAA resources when reviewing and/or auditing the CONTRACTOR's billings and related reimbursable cost records, the CONTRACTOR agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed change orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

- 17.3 CONTRACTOR shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between CONTRACTOR and

payee. CONTRACTOR will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

- 17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BRAA's disallowance and recovery of any payment reliant upon such entry.
- 17.5 If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges to BRAA (of any nature) by the Contractor and/or the CONTRACTOR's Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, the reasonable actual cost of the BRAA's audit shall be reimbursed to the BRAA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time (not to exceed 30 calendar days) from presentation of BRAA's findings to CONTRACTOR.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by BRAA's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in the prosecution of the Work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and property, and shall use explosives in accordance with law and the directions of the Contract Administrator only. CONTRACTOR is not permitted to store explosives at the Airport. When such use of explosives becomes necessary, CONTRACTOR shall furnish to BRAA proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

ARTICLE 20 DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and CONSULTANT in writing of the existence of the aforesaid conditions. CONSULTANT and Contract Administrator shall, within three (3) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If

Contract Administrator and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONSULTANT for determination in accordance with the provisions of Article 12. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to Contract Administrator in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

BRAA, through CONSULTANT, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

CONTRACTOR shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from CONSULTANT, and shall notify CONSULTANT of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. CONTRACTOR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by CONSULTANT. CONTRACTOR shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to CONSULTANT.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

- 23.1. CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by BRAA, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.
- 23.2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by BRAA, CONTRACTOR shall replace same without cost to BRAA, except as provided in Article 30.

ARTICLE 24 WARRANTY

CONTRACTOR warrants to BRAA that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. CONTRACTOR shall execute a written Warranty in a form acceptable to the Contract Administrator. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25 SUPPLEMENTARY DRAWINGS

- 25.1. When, in the opinion of CONSULTANT, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by CONSULTANT.
- 25.2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

- 26.1. CONSULTANT shall have the authority reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by CONSULTANT, BRAA shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by BRAA in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, BRAA may declare CONTRACTOR in default.
- 26.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from BRAA, shall promptly correct such defective or nonconforming Work within the time specified by BRAA without cost to BRAA, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including, but not limited to, Article 24 hereof and any claim regarding latent defects.
- 26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate BRAA to final acceptance.

ARTICLE 27 TAXES

CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

ARTICLE 28 SUBCONTRACTS

- 28.1. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify the Contract Administrator and CONSULTANT of any change in subcontractors.
- 28.2. CONTRACTOR shall not employ any subcontractor against whom BRAA or CONSULTANT may have a reasonable objection.
- 28.3. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and BRAA or any obligation on the part of BRAA to pay or to see the payment of any monies due any subcontractor. BRAA or CONSULTANT may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.
- 28.4. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of BRAA.
- 28.5. ☐ CONTRACTOR shall perform the Work with its own organization, amounting to not less than _____ percent of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

- 29.1. BRAA reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.
- 29.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to CONSULTANT any defects in such Work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's Work, except as to defects which may develop in other CONTRACTOR's Work after the execution of CONTRACTOR's Work.
- 29.3. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 29.4. To insure the proper execution of subsequent Work, CONTRACTOR shall inspect the Work already in place and shall at once report to CONSULTANT any discrepancy between the executed Work and the requirements of the Contract Documents.

ARTICLE 30 USE OF COMPLETED PORTIONS

- 30.1. BRAA shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by CONSULTANT and approved by BRAA.
- 30.2. In the event BRAA takes possession of any completed or partially completed portions of the Project, the following shall occur:
- 30.2.1. BRAA shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to BRAA's intended occupancy of a designated area.
- 30.2.2. CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from CONSULTANT.
- 30.2.3. Upon CONSULTANT's issuance of a Certificate of Substantial Completion, BRAA will assume full responsibility for maintenance, utilities, subsequent damages of BRAA and public, adjustment of insurance coverages and start of warranty for the occupied area.
- 30.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified by CONSULTANT on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, CONSULTANT shall issue a Final Certificate of Payment relative to the occupied area.
- 30.2.5. If BRAA finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by BRAA and CONTRACTOR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 LANDS OF WORK

- 31.1. BRAA shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by BRAA for the use of CONTRACTOR.
- 31.2. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to BRAA, any additional land and access thereto that may be required for temporary

construction facilities, or for storage of materials. CONTRACTOR shall furnish to BRAA copies of written permission obtained by CONTRACTOR from the owners of such land.

ARTICLE 32 - LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33 - LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

- 33.1. Utility lines in the Project area have been shown on the plans to the extent known. However, BRAA does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be CONTRACTOR's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.
- 33.2. CONTRACTOR shall notify each utility company involved at least thirty (30) calendar days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of CONTRACTOR shall be paid by CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 33.3. CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to CONTRACTOR for any loss of time or delay.
- 33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. BRAA reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of CONTRACTOR. All such repairs made by CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

ARTICLE 34 VALUE ENGINEERING

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT in writing. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without CONSULTANT's prior written acceptance which will be evidenced by

either a Change Order or an approved Shop Drawing. However, any substitution accepted by CONSULTANT shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, CONTRACTOR agrees to pay directly to CONSULTANT all CONSULTANT's fees and charges related to CONSULTANT's review of the request for substitution, whether or not the request for substitution is accepted by CONSULTANT. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including CONSULTANT review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between CONTRACTOR and BRAA and shall be processed as a deductive Change Order. BRAA may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

ARTICLE 35 - QUALITY CONTROL PROGRAM

35.1 When the specifications require a CONTRACTOR Quality Control Program (the "QCP"), the CONTRACTOR shall establish, provide, and maintain a written effective QCP that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the CONTRACTOR, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the CONTRACTOR shall assume full responsibility for accomplishing the stated purpose. The quality control requirements contained in this Article and elsewhere in the Technical Specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the BRAA.

35.1.1 The intent of this section is to enable the CONTRACTOR to establish a necessary level of control that will:

- 35.1.1.1 Adequately provide for the production of acceptable quality materials.
- 35.1.1.2 Provide sufficient information to assure both the CONTRACTOR and the CONSULTANT that the specification requirements can be met.
- 35.1.1.3 Allow the CONTRACTOR as much latitude as possible to develop his or her own standard of control.

35.1.2 The CONTRACTOR shall be prepared to discuss and present, at the preconstruction conference, its understanding of the quality control requirements. The CONTRACTOR shall not begin any construction or production of materials to be incorporated into the completed Work until the QCP has been reviewed and approved by the CONSULTANT. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been reviewed.

35.2 DESCRIPTION OF PROGRAM.

35.2.1 The CONTRACTOR shall establish a QCP to perform inspection and testing of all items of Work required by the Technical Specifications, including those performed

by subcontractors. This QCP shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The QCP shall be effective for control of all construction Work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this section and any other activities deemed necessary by the CONTRACTOR to establish an effective level of quality control.

35.2.2 The CONTRACTOR shall describe the QCP in a written document which shall be reviewed by the CONSULTANT prior to the start of any production, construction, or off-site fabrication. The written QCP shall be submitted to the CONSULTANT for review at least five (5) calendar days before the pre-construction/pre-work conference.

The QCP shall be organized to address, as a minimum, the following items:

- 35.2.2.1 Quality control organization including testing lab and key personnel;
- 35.2.2.2 Project progress schedule;
- 35.2.2.3 Submittals schedule;
- 35.2.2.4 Inspection requirements;
- 35.2.2.5 Quality control testing plan;
- 35.2.2.6 Documentation of quality control activities; and
- 35.2.2.7 Requirements for corrective action when quality control and/or acceptance criteria are not met.

The CONTRACTOR is encouraged to add any additional elements to the QCP that it deems necessary to adequately control all production and/or construction processes required by the Contract.

35.3 QUALITY CONTROL ORGANIZATION.

The QCP shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the QCP, including inspection and testing for each item of Work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the QCP, the personnel assigned shall be subject to the qualification requirements of these Contract Documents. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

35.3.1 Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- 35.3.1.1 Professional Engineer with 1 year of airport experience acceptable to the CONSULTANT.
- 35.3.1.2 Engineer in-training with 2 years of airport experience acceptable to the CONSULTANT.
- 35.3.1.3 An individual with 3 years of experience acceptable to the CONSULTANT, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- 35.3.1.4 Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- 35.3.1.5 A NICET certified engineering technician in Civil Engineering Technology with 5 years of experience acceptable to the CONSULTANT.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the CONTRACTOR. The Program Administrator may supervise the QCP on more than one project provided that person can be at the job site within 2 hours after being notified of an issue.

35.3.2 Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the QCP shall be provided. These personnel shall be architects, engineers, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise. Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

35.3.3 The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- 35.3.3.1 Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
- 35.3.3.2 Performance of all quality control tests as required by the technical specifications and Section 35.7.

35.3.2 Staffing Levels. The CONTRACTOR shall provide sufficient qualified quality control personnel to monitor each Work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of Work activity. The QCP shall state where different technicians will be required for different Work elements.

- 35.4 **PROJECT PROGRESS SCHEDULE.** The Contractor shall submit a coordinated construction schedule for all Work activities, subject to the requirements of Article 3.1

The Contractor shall maintain the Work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the Work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all Work to comply with the requirements of the contract.

- 35.5 **SUBMITTALS SCHEDULE.** The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

35.5.1 Specification item number;

35.5.2 Item description;

35.5.3 Description of submittal;

35.5.4 Specification paragraph requiring submittal; and

35.5.5 Scheduled date of submittal.

- 35.6 **INSPECTION REQUIREMENTS.** Quality control inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with Contract requirements until completion of the particular feature of Work. These shall include the following minimum requirements:

35.6.1 During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The QCP shall detail how these and other quality control functions will be accomplished and utilized.

35.6.2 During field operations, quality control test results and the results thereof shall be undertaken as required by the Technical specifications and periodic inspections by the CONSULTANT shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such

operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

- 35.7 **QUALITY CONTROL TESTING PLAN.** As a part of the overall QCP, the CONTRACTOR shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification quality control item, as well as any additional quality control tests that the CONTRACTOR deems necessary to adequately control production and/or construction processes.

The quality control testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- 35.7.1 Specification item number (e.g., P-401);
- 35.7.2 Item description (e.g., Plant Mix Bituminous Pavements);
- 35.7.3 Test type (e.g., gradation, grade, asphalt content);
- 35.7.4 Test standard (e.g., ASTM or AASHTO test number, as applicable);
- 35.7.5 Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- 35.7.6 Responsibility (e.g., plant technician); and
- 35.7.7 Control requirements (e.g., target, permissible deviations).

The quality control testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The CONSULTANT shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the CONTRACTOR as required by Section 35.8.

- 35.8 **DOCUMENTATION.** The CONTRACTOR shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the CONSULTANT daily. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the CONTRACTOR's Program Administrator.

Specific CONTRACTOR quality control records required for the Contract shall include, but are not necessarily limited to, the following records:

35.8.1 Daily Inspection Reports. Each CONTRACTOR quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the CONSULTANT. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- 35.8.1.1 Technical specification item number and description;
- 35.8.1.2 Compliance with approved submittals;
- 35.8.1.3 Proper storage of materials and equipment;
- 35.8.1.4 Proper operation of all equipment
- 35.8.1.5 Adherence to plans and technical specifications;
- 35.8.1.6 Review of quality control tests; and
- 35.8.1.7 Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. CONSULTANT shall be provided at least one copy of each daily inspection report on the work day following the day of record.

35.8.2 Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- 35.8.2.1 Technical specification item number and description;
- 35.8.2.2 Test designation;
- 35.8.2.3 Location;
- 35.8.2.4 Date of test;
- 35.8.2.5 Control requirements;
- 35.8.2.6 Test results;
- 35.8.2.7 Causes for rejection;
- 35.8.2.8 Recommended remedial actions; and

35.8.2.9 Retests.

Test results from each day's work period shall be submitted to the CONSULTANT prior to the start of the next day's work period. When required by the technical specifications, the CONTRACTOR shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

- 35.9 **CORRECTIVE ACTION REQUIREMENTS.** The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole, and for individual items of Work contained in the technical specifications.

The QCP shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the CONTRACTOR shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

- 35.10 **SURVEILLANCE BY THE CONSULTANT.** All items of material and equipment shall be subject to surveillance by the CONSULTANT at the point of production, manufacture or shipment to determine if the CONTRACTOR, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and Work in place shall be subject to surveillance by the CONSULTANT at the site for the same purpose.

Surveillance by the CONSULTANT does not relieve the CONTRACTOR of performing quality control inspections of either on-site or off-site CONTRACTOR 's or subcontractor's Work.

35.11 NONCOMPLIANCE

- 35.11.1 The CONSULTANT will notify the CONTRACTOR of any noncompliance with any of the foregoing requirements. The CONTRACTOR shall, after receipt of such notice, immediately take corrective action. Any written notice, when delivered by the CONSULTANT or his/her authorized representative to the CONTRACTOR or its authorized representative at the site of the Work, shall be considered sufficient notice.

- 35.11.2 In cases where quality control activities do not comply with either the CONTRACTOR's QCP or the contract provisions, or where the CONTRACTOR fails to properly operate and maintain an effective QCP, as determined by the CONSULTANT, the CONSULTANT may:

- 35.11.2.1 Order the CONTRACTOR to replace ineffective or unqualified quality control personnel or subcontractors.
- 35.11.2.2 Order the CONTRACTOR to stop operations until appropriate corrective actions is taken.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

- 36.1. Without invalidating the Contract and without notice to any surety, BRAA reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.
- 36.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by BRAA as hereinafter provided.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

- 37.1. The Contract Administrator, through CONSULTANT, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- 37.2. CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 38 CHANGE ORDERS

- 38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the BRAA Procurement Code, as amended from time to time.
- 38.2. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the BRAA. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, BRAA reserves the right at its sole option to either terminate the Contract as it applies to the

items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to CONSULTANT as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by BRAA, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONSULTANT and Contract Administrator in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

- 38.4. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- 38.5. Under circumstances determined necessary by BRAA, Change Orders may be issued unilaterally by BRAA.

ARTICLE 39 VALUE OF CHANGE ORDER WORK

- 39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 39.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.
 - 39.1.2. By mutual acceptance of a lump sum which CONTRACTOR and BRAA acknowledge contains a component for overhead and profit.
 - 39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.
- 39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by BRAA, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.
 - 39.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by BRAA and CONTRACTOR. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work

after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by BRAA.

- 39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless BRAA deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to BRAA. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to BRAA and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by BRAA with the advice of CONSULTANT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 39.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by BRAA, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to BRAA who will then determine, with the advice of CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order only if pre-approved in writing by the Contract Administrator.
- 39.2.5. Supplemental costs including the following:
- 39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
 - 39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.
 - 39.2.5.3. Sales, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

- 39.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.
- 39.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.
- 39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 39.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "cost of the work" shall not include any of the following:

- 39.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.
- 39.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 39.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- 39.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 39.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.

39.4. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; or

- 39.4.2. A fee based on the following percentages of the various portions of the cost of the work:
- 39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
 - 39.4.2.2. For costs incurred under subsection 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - 39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5, (except sub-subsection 39.2.5.3), and Section 39.3.
- 39.5. The amount of credit to be allowed by CONTRACTOR to BRAA for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- 39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CONSULTANT and Contract Administrator.
- 39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
 - 39.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

- 40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the Contract Administrator and to CONSULTANT within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by CONTRACTOR of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator and CONSULTANT (hereinafter "Claim Notice"). The Claim Notice shall include CONTRACTOR's written notarized certification that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and CONTRACTOR cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator and CONSULTANT, then CONTRACTOR shall submit the claim to CONSULTANT within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by BRAA, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against BRAA by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from BRAA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of BRAA or its CONSULTANT. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

- 42.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.

CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.

Failure of CONTRACTOR to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

42.2. Excusable Delay may be compensable or non-compensable:

42.2.1. Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of BRAA or its agents. In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

BRAA and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable (to be provided by Contractor) shall be \$_____ per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

42.2.2. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of the BRAA or CONSULTANT, or (ii) is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the BRAA or CONSULTANT, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43 SUBSTANTIAL COMPLETION

When CONTRACTOR considers that the Work, or a portion thereof designated by BRAA pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify the Contract Administrator and CONSULTANT in writing. CONSULTANT and the Contract Administrator shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete,

it will then prepare a Certificate of Substantial Completion (Form 007600-1). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of BRAA and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CONSULTANT and the Contract Administrator shall develop and CONTRACTOR shall review the list of all Work yet to be completed by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to CONTRACTOR within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44 NO INTEREST

Any monies not paid by BRAA when claimed to be due to CONTRACTOR under this Contract, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of BRAA's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

ARTICLE 45 SHOP DRAWINGS

- 45.1. CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Administrative Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 45.3. After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- 45.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

- 45.5. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- 45.6. CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 45.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.
- 45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 45.9. CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 45.10. CONTRACTOR shall keep one set of Shop Drawings marked with CONSULTANT's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- 46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, hand holes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to CONSULTANT as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to CONSULTANT prior to, and as a condition of, final payment.
- 46.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved

samples and a counterpart of all approved Shop Drawings shall be available at all times to CONSULTANT for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

- 46.3. Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to BRAA, CONTRACTOR's record drawings or as-built drawings acceptable to CONSULTANT.

ARTICLE 47 SAFETY AND PROTECTION

- 47.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

47.1.1. All employees on the work site and other persons who may be affected thereby;

47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 47.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to BRAA and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.

- 47.3. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to BRAA.

ARTICLE 48 FINAL BILL OF MATERIALS

CONTRACTOR shall be required to submit to BRAA and CONSULTANT a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by CONSULTANT until CONTRACTOR submits the final bill of materials and CONSULTANT verifies the accuracy of the units of Work.

ARTICLE 49 PAYMENT BY BRAA FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests requested by CONSULTANT shall be borne by BRAA and performed by a testing firm chosen by CONSULTANT. For road construction projects, the procedure for making tests required by CONSULTANT will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

ARTICLE 50 PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 51 HURRICANE PRECAUTIONS

- 51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the CONTRACTOR, at no cost to the BRAA, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the BRAA or CONSULTANT has given notice of same.
- 51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- 51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the BRAA has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52 CLEANING UP; BRAA'S RIGHT TO CLEAN UP

CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. CONTRACTOR shall at all times keep the premises free from accumulation of excess dust, which presents a hazard to Airport operations. At the completion of the Project, CONTRACTOR shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, BRAA may do so and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate contractors as to their responsibility for cleaning up, BRAA may clean up and charge the cost thereof to the contractors responsible therefore as CONSULTANT shall determine to be just.

ARTICLE 53 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, CONTRACTOR, if notified to do so by BRAA, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of BRAA, failing which BRAA shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

ARTICLE 54 DBE COMPLIANCE

- 54.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all applicable requirements of the BRAA's Disadvantaged Business Enterprise ("DBE") Program in the award and administration of this Contract and all derivative contracts for goods and services. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit BRAA, to terminate this Contract or to exercise any other remedy provided under this Contract, under the BRAA's DBE Program, or under applicable law, with all of such remedies being cumulative.

CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors, subconsultants, or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as BRAA deems appropriate.

CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by BRAA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Contract, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). BRAA hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle BRAA to terminate this Contract and recover from CONTRACTOR all monies paid by BRAA pursuant to this Contract, and may result in debarment from BRAA's competitive procurement activities.

- 54.2. The DBE Program provides for the establishment and implementation of DBE participation goals, initiatives, and other opportunities for BRAA contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the DBE Program in the award and administration of the Contract. CONTRACTOR acknowledges that the BRAA, acting by and through the Executive Director, may make minor administrative modifications to the DBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify BRAA if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify BRAA of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The BRAA shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract price by ten percent (10%), for opportunities to include or increase the participation of DBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include DBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the BRAA.

- 54.3. CONTRACTOR may not terminate for convenience a DBE firm listed as a subcontractor in the CONTRACTOR's bid or offer without the BRAA's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform BRAA immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the BRAA may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including for cause, CONTRACTOR shall with notice to and concurrence of the BRAA, substitute another DBE firm in order to meet the level of DBE participation required by the Contract. Such substitution shall not be required in the event the termination results from BRAA changing the Scope of Work hereunder and there is no available DBE to perform the new Scope of Work.
- 54.4. In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating DBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter Of Intent Between Bidder and DBE Subcontractor/Supplier into this Contract. Upon execution of this Contract by BRAA, CONTRACTOR shall enter into a formal contract with the DBE firms CONTRACTOR selected to fulfill the DBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to the Contract Administrator.
- 54.5. CONTRACTOR shall allow BRAA to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and DBE Program obligations. BRAA shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow BRAA to determine CONTRACTOR's compliance with its commitment to the DBE participation goal and the status of any DBE firm performing any portion of this Contract.
- 54.6. CONTRACTOR understands that it is the responsibility of the Contract Administrator and the BRAA to monitor compliance with the DBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its DBE obligations in accordance with Article 5, "Progress Payments," of this Contract.
- 54.7. In the event of CONTRACTOR's noncompliance with its participation commitment to a DBE firm (including without limitation the unexcused reduction of the DBE firm's participation), the affected DBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the DBE firm, and alleged to be due to the willful action or omission of CONTRACTOR:
- 54.7.1. The affected DBE firm shall be entitled to damages pursuant to its agreement with CONTRACTOR.

- 54.7.2. DBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the DBE Program by CONTRACTOR, then in such event the DBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONTRACTOR and BRAA; nor shall BRAA incur any cost, fee, or liability relative to any arbitration proceeding.
- 54.7.3. Nothing under this Section 54.7 shall be construed to limit the rights of and remedies available to BRAA, including the right to seek its own damages pursuant to this Contract.
- 54.8. Nonpayment of a DBE subcontractor, subconsultant or supplier as required by this Contract shall be a material breach of this Contract and that BRAA's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a DBE firm shall not preclude BRAA or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its DBE subcontractor, subconsultant or supplier.

ARTICLE 55 PUBLIC RECORDS

- 55.1. BRAA is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONTRACTOR and all its subcontractors shall comply with Florida's Public Records Law. To the extent CONTRACTOR is a Contractor acting on behalf of BRAA pursuant to Section 119.0701, Florida Statutes, CONTRACTOR and its subcontractors shall:
- 55.1.1. Keep and maintain public records that ordinarily and necessarily would be required by BRAA were BRAA in order to perform the services;
- 55.1.2. Provide the public with access to such public records on the same terms and conditions that BRAA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 55.1.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 55.1.4. Meet all requirements for retaining public records and transfer to BRAA, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BRAA in a format that is compatible with the information technology systems of BRAA.

The failure of CONTRACTOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Contract, and BRAA shall enforce the default in accordance with the provisions set forth in Article 15.

ARTICLE 56 BRAA/BCT HOLIDAY SCHEDULE (NON WORK SCHEDULE)

- 56.1 The Boca Raton Airport Authority and Airport staff recognize the following holiday schedule, non-work schedule:

New Years Day	January 1
Martin Luther King Day	January 15
Presidents Day	February 19
Memorial Day	May 28
Independence Day	July 4
Labor Day	September 3
November 11	Veterans Day
Thanksgiving Day	November 22-23
Christmas Eve	December 24
Christmas Day	December 25

ADDENDUM NO. 1
TO THE BID DOCUMENTS
FOR THE
AOA SECURITY GATE IMPROVEMENTS PROJECT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

June 12, 2018

PAGE 1 of 1

TO: ALL HOLDERS OF CONTRACT DOCUMENTS

- a.** Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above named project at Boca Raton Airport, Boca Raton, Florida.
- b.** This Addendum is part of the Contract Documents and Plans, and the bidders are required to acknowledge receipt of this Addendum in the space provided below.

This addendum includes the following (see attachments):

- 1. PRE-BID MEETING**
The Pre-Bid Conference Meeting Minutes, w/sign in sheet
- 2. GENETEC Programming Requirements - Waived**
- 3. SPECIFICATION SECTION W-103: "ALLOWANCE ACCOUNT"**

NOTE: Sign and Return Addendum #1 Cover with Bids

Acknowledged: _____ signature of Bidder

Name of Bidder: _____ Date: _____

END OF ADDENDUM NO. 1



AGENDA
Pre-Bid Conference
for
AOA Security Gate Improvements
at
Boca Raton Airport

Task 41D

PROJECT FUNDED BY:

Florida Department of Transportation
and
Boca Raton Airport Authority

Wednesday, June 6, 2018
2:00 PM
Boca Raton Airport

1. INTRODUCTIONS

[See Sign-in Sheet, attached.](#)

2. OWNER OF PROJECT

Boca Raton Airport Authority (BRAA)

Boca Raton Airport Authority
Boca Raton, Florida 33431
Phone: (561) 391-2202
Fax: (561) 391-2238

Executive Director Clara Bennett
Deputy Director Scott Kohut
Operations Director Travis Bryan

3. AIRPORT'S GENERAL CONSULTANT

Ricondo & Associates, Inc.

1000 NW 57th Court, Suite 920
Miami, FL 33126-3511
Phone: (305) 260-2727
Fax: (305) 260-2728

4. DESIGN TEAM

AOA SECURITY GATES

Jacobs Engineering
1100 North Glebe Road, Suite 500
Arlington, VA 22201
Tel: 540-455-5926
Fax: 571-216-1570

5. SUBMITTAL DATE

June 26, 2018 at 2:00 pm, Local Time

Boca Raton Airport (BCT)

903 NW 35th Street

Boca Raton, Florida 33431

Attn: Travis Bryan, Operations Director

Phone: (561) 391-2202 x207

Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond, submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price. Bidders are required to submit three (3) sealed copies of their Bid with all required documentation, complete.

Review by Bryce A. Wagner. No questions.

6. BID DOCUMENTS - \$60.00 Cost for Plans and Specifications (non-refundable service charge).

Digital file available upon request (Travis Bryan, Ops Director).

- Contract Manual (Invitation to Bid, Instruction to Bidders, Bid Documents, and Contract Documents) and Technical Specifications (F-100, DIV 32, W-103)
- Drawings

Bryce reviewed the bid documents with the perspective bidders. Bryce explained the F-100 specification for any unforeseen restoration requirements (F-100), and the Airports allowance account in the bid form (W-103) for unforeseen work.

7. PROJECT DATA

- Base Bid - 5 AOA Security Gate Improvements
- Additive Alternates - 4 AOA Security Gate Improvements (by Owner determination)
- Installation of new equipment includes vehicle gate operators and safety devices (in ground loop detectors, gate edge sensors, through-beam electronic photo-eyes, and infrastructure).

Review by Bryce A. Wagner. No questions.

8. Bid Form

The project Bid Form is comprised of Base Bid and Additive Alternates

- Base Bid – Gates 3, 5, 15, 16, and 22
- Additive Alternates – Gates 1, 9, 11, 24 (by Owner determination)

Mobilization

- Separate mobilization line items for Base Bid and Additive Alternates Schedules. Contractor Mobilization costs to be sufficient to cover completion of all work.

Allowance Accounts (W-103)

- General Allowance Account - The Allowance Account is to be used at the sole discretion of the Boca Raton Airport Authority for unforeseen costs directly related to the project, per the provisions of the contract, for changes to the work.

Miscellaneous FDOT Standards ((F-100)

The Bid Form Schedules are found on sheets BF4.1 and BF4.2 of the “Bid Form” documents. Basis for Award will be determined on the sum total of the Base Bid items (BF4.1). Additive Alternates may be selected by the Owner and added to the Base Bid scope of work (at the Owners' discretion), per the bid costs provided by the Contractor in the Additive Alternates schedule (BF4.2).

Review by Bryce A. Wagner. No questions.

- 9. SAFETY AND SECURITY** – Boca Raton Airport security badges are required to operate on the Airport Operations Area (AOA). Cost per badge is \$25 dollars per badge and shall be considered incidental to the work bid.

The Airport confirmed that Airport Security would provide site security at times when the contractor could not secure gate work under construction. The Airport stated the contractor would be required to provide security badges through the Airport Operations, and provide oversight of all personnel working in proximity of the airfield.

10. CONTRACT TERM AND SCHEDULE

Administrative Activities Period	60	Calendar Days
Notice to Proceed – NTP (Start of Construction Work)	75	Calendar Days
Substantial to Final Completion	30	Calendar Days
Total (Calendar Days are Cumulative)	165	Calendar Days

30-Day Administrative Activities Period

- Shop submittals for long lead Items
- Detailed CPM Schedule and Phasing Plan – Boca Raton Airport Review and Approval
- Procurement of materials

Contractor Schedule Milestone Requirements (include but not limited to)

- The contractor will prepare and submit a CPM schedule and phasing plan immediately after the issuance of the Administrative NTP for Owner review and approval. Confirmation of CPM schedule and phasing plan will be required prior to the issuance of the NTP for construction.

Bryce reviewed the Airport procedures for issuance of Administrative and Construction NTP's for the project. The Airport confirmed if there was a problem with material procurement and delivery during the Administrative period, the Airport would consider extending the Administrative period beyond the 60-day period (above). The contractor must show good faith in the timely submittals for long lead items, shop drawing submittal reviews and approvals, and material orders for this Airport consideration.

Bryce explained the significance and importance of the responsive low bidder to complete and submit for Airport review and approval a schedule and phasing plan during the Administrative period (above) prior to receiving from the Airport approval, and the Construction NTP to proceed with the work.

- 11. LIQUIDATED DAMAGES** - Five Hundred Dollars (\$500) per calendar day of delay in completing the contract work beyond the above specified Substantial Completion. Two Hundred and Fifty Dollars (\$250) per calendar day of delay in completing the contract work beyond the above specified Final Completion.

Review by Bryce A. Wagner. No questions.

12. DBE AND FEDERAL REQUIREMENTS: N/A

Scott Kohut confirmed there were no DBE Compliance requirements for the project.

13. CONTRACTOR STAGING AREA

Staging areas will be available and provided at the project site. The Airport will coordinate with the Contractor to confirm staging at each AOA Security Gate location. Boca Raton Airport Authority (BRAA) assumes no responsibility for security of areas used for daily contractor employee parking

and material storage outside of the Airport Operations Area (AOA).

Bryce reviewed the staging options for the project. Bryce stated the primary staging area for materials and equipment is at Gate 1. Scott Kohut (Airport) confirmed that additional staging options could be considered during construction.

14. PERMIT FEES: N/A

15. PROJECT SPECIFIC ISSUES AND ITEMS OF WORK:

- Identification and Protection of Existing Utilities; Contractor to provide all Utility Locates
- Authorized, licensed GENETEC representative by Contractor for GENETEC system coordination

Bryce stated the underground work was minimal, but the contractor is required to provide exploratory measures (utility locates) for any digging or underground work.

Scott Kohut confirmed and directed the EOR that the GENETEC requirement as provided in the bid documents would not be required for bidding or construction purposes. Any/all GENETEC programming requirements will be coordinated and provided by the Airport (Owner). All perspective bidders are directed to disregard the GENETEC references in the bid documents.

16. REQUESTS FOR INFORMATION/CLARIFICATION/ADDENDA

All questions pertaining to design and construction must be in writing. E-mail all questions to: Travis Bryan, Operations Director, Boca Raton Airport at travis@bocaairport.com (cc: scott@bocaairport.com) **Last date to submit questions is Wednesday, June 19, 2018, 2:00 PM EST.**

Bryce explained the process for issuance of Addenda for perspective bidders. The final day for perspective bidder questions is June 19th, 2018

Bidders Questions

Q: Are new operator pads required?

A: Reuse existing operator pads. New operator pads are not required.

Q: The photo eye details indicate conduits. Are conduits required?

A: The conduits are short runs from the gate control pad to the photo eye location. The conduits do not go beyond the photo eye location on the near side of the gate opening. These conduits can be above ground for these short runs. Field conditions will dictate if burying conduits at specific locations is required.

Q: What are the electrical demolition requirements for the lighted signs at the "tiger teeth" locations?

A: Remove conductor to control point. Demo and abandon all existing above ground conduit. Abandon and cap existing underground conduit below grade.

Q: Can the existing loop locations be used for installation of new loop detector wiring?

A: The new loop detection wiring is different geometry (larger) than the existing loop detection wiring. Saw cutting will be required to accommodate new loop detection wiring. Existing saw cuts may be included as part of saw cutting required for new wiring.

Q: What is the requirement for GENETEC representation?

A: The Airport had directed the Engineer of Record to remove the GENETEC representative requirement from the contract. The Airport will provide the coordination and completion of any/all GENETEC system programming requirements.

Date: June 6, 2018

1 of 1

ITEM W-103 ALLOWANCE ACCOUNT

DESCRIPTION

103-1.1 Allowance accounts have been established to compensate the Contractor for approved and accepted additional work and/or equipment reimbursements that may be necessary due to unforeseen conditions, or at the request of Customs and Border Protection or the Owner. Authorization from the Owner for any and all work performed under the allowance account is required prior to the commencement of any work or reimbursement for equipment. Failure to comply with this requirement may result in non-payment for any work or expenditures by the contractor outside the scope of work for this project. Additional work required and cost incurred by the Contractor due to unacceptable work or damage by the Contractor will not be paid for from allowance accounts.

METHOD OF MEASUREMENT

103-2.1 If directed by the Owner via Allowance Account Expenditure (AAE), applicable established unit prices shall be used to pay for work under allowance accounts. If established unit prices are not applicable to the work, a price proposal will be requested. The method of measurement and payment for materials or work performed under an allowance account must be established and approved by the Owner prior to executing the work. The work and cost must be acceptably documented prior to payment (invoices, delivery slips etc.), in accordance with the Contract Documents. Approved costs shall include all costs associated with the work or materials provided, such as taxes, freight, and delivery to the site.

BASIS OF PAYMENT

103-3.1 Allowance Account payments for the project shall not exceed the amount stated in the following table:

Bid Schedule Maximum Allowance

Bid Schedule	Maximum Allowance (total)
Base Bid – Allowance Account (AAE)	\$10,000.00

Payment will be made under:

Item W-103.1 General Building Allowance (ALL) – per Allowance (ALL); mark-ups allowed as stipulated in Contract Documents

END OF ITEM W-103



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: July 18, 2018
RE: **Boca Raton Airport Authority Fee Schedule**

AGENDA ITEM – IX - D

The Airport Authority Board approved the Fee Schedule for Security Badges and the US Customs and Border Protection Facility at the July 2017 Board Meeting. As required, the Fee Schedule must be approved annually.

No changes to the current Fee Schedule are proposed for the next fiscal year.

Airport Management recommends approval of Resolution 07-20-18 of the Boca Raton Airport Authority adopting the current Airport Fee Schedule in accordance with the Accounting Policy and Procedure Manual.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 07-20-18

A Resolution of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Airport Fee Schedule

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, the Boca Raton Airport Authority has prepared a schedule of fees for Airport Access Badges and use of the US Customs and Border Protection User Fee Facility, in accordance to applicable requirements of the State of Florida and the US Government; and

WHEREAS, the Boca Raton Airport Authority finds it to be in the public's interest to adopt the schedule of fees.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF JULY 2018, AS FOLLOWS:

- 1. The foregoing recitals are true and correct and set forth the legislative intent of the Resolution.**
- 2. The Authority hereby adopts the Airport Fee Schedule as attached.**
- 3. The Chair or Vice-Chair of the Authority is hereby authorized to execute Resolution Number 07-20-18.**
- 4. This Resolution Number 07-20-18 shall take effect upon adoption.**

ADOPTED by the Boca Raton Airport Authority, this 18th day of July 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



903 NW 35th Street
Boca Raton, FL 33431
561-391-2202
BocaAirport.com

Boca Raton Airport Authority Fee Schedule – 2018-2019

Customs

- Boaters	\$15 per person
- Aircraft	
Single Engine Piston	\$50
Multi Engine Piston	\$75
Turboprop	\$150
Small Jet (<20,000 MTOW)	\$225
Medium Jet (20,001-60,000)	\$325
Large Jet (>60,001)	\$425
- After Hours/Overtime	\$140/hr (In addition to normal clearing fee. 2hr minimum)

Badge Fees

- New Badges -	\$25
- Replacement Badge – lost or damaged (1st Replacement)	\$25
- Replacement Badge – lost or damaged (2nd Replacement)	\$50
- Replacement Badge – lost or damaged (3rd Replacement)	100
- Failure to Return Fee	\$100



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: July 18, 2018
RE: **Additional Authorized Check Signer**

AGENDA ITEM – IX - E

Pursuant to the Airport Authority Bylaws and the Accounting Policy and Procedure Manual, the Board may appoint a fourth check signer to most efficiently meet the operational needs of the Airport. Airport Management recommends the appointment of Mr. Gene Folden as an additional check signer.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: July 18, 2018
RE: **Board Member Assignments to Various Projects**

AGENDA ITEM – X – A

Mr. Mitch Fogel, Chair will make the attached suggestions for Board Member assignments for July 2018 through June 2019.

BOCA RATON AIRPORT AUTHORITY
Board Member Liaison
2019

Mitch Fogel – Chair

Lease Reversions
Legal Services

Cheryl Budd – Vice Chair

Community Engagement
Governance
Compensation

Randy Nobles – Secretary/Treasurer

Finance
Audit

Gene Folden

Security Program
Transportation Access Corridors/Airport Road Improvements

James Nau

Insurance Program
Governmental Affairs

Mel Pollack

Noise Abatement Program
Disadvantaged Business Enterprise (DBE) Program

Bob Tucker

Facilities Management Plan
Capital Improvement Program