

# BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, August 15, 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, August 15, 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](http://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 July 18, 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 July 2018 Financial Report.

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

**VIII. TENANT REPORTS AND REQUESTS**

A. Premier Aviation of Boca Raton, LLC – Fifth Amendment to Lease Agreement.

Consider Resolution No. 08-21-18 of the Boca Raton Airport Authority approving a Fifth Amendment to the Premier Aviation of Boca Raton, LLC, Lease.

**IX. EXECUTIVE DIRECTOR AND STAFF REPORTS**

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

B. Airfield Improvements Contract Award – Bid Schedule D Rejuvenate and Remark Runway 5-23.

Consider Resolution No. 08-22-18 of the Boca Raton Airport Authority awarding Invitation to Bid No. 2018-BRAA-005 – Airport Improvements, Schedule D to Weekley Asphalt Paving, Inc.

C. Presentation of the Boca Raton Airport Authority’s proposed Annual Operating and Capital Budgets for Fiscal Year 2019 (October 1, 2018 through September 30, 2019).

Consider Resolution No. 08-23-18 of the Boca Raton Airport Authority adopting the Annual Operating and Capital Budgets for Fiscal Year 2019 (October 1, 2018 through September 30, 2019).

**X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS**

**XI. PUBLIC COMMENT**

**XII. OTHER BUSINESS**

**XIII. MISCELLANEOUS**

The next meeting is scheduled for September 26, 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  
July 18, 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  
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.bocairport.com](http://www.bocairport.com) and aired on the radio at 1650 AM.

**APPROVAL OF MINUTES**

**A MOTION to approve the minutes of the June 20, 2018 Regular Meeting was made by Mr. Folden and seconded by Ms. Budd. The Motion was carried unanimously.**

**AGENDA CHANGES**

There were no agenda changes.

**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**

Ms. Camilo presented the Financial Report for June 2018.

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

## **TENANT REPORTS AND REQUESTS**

Mr. Abbott presented a request from Civil Air Patrol for additional funding in the amount of \$1,781.25 for their hangars at the Boca Raton Airport.

**A MOTION to provide additional funding to the Civil Air Patrol was made by Ms. Budd and seconded by Mr. Folden. The Motion carried unanimously.**

Ms. Bennett presented the request from Apex Parks Group, LLC to amend the terms of the Authority's consent to assignment and assumption of their Lease and Operating Agreement.

Mr. Mark Pollack, Apex Park Corporate Director and Mr. Andrew Marciante, Boomers General Manager provided information on the upgrades to the facility that have been completed and planned upgrades to be done in the future.

A discussion ensued.

**A MOTION to approve 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 was made by Mr. Tucker and seconded by Ms. Budd. The Motion carried unanimously.**

## **EXECUTIVE DIRECTOR AND STAFF REPORTS**

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

Mr. Michael Schneider, Pace Communications Group, Inc. presented a quarterly update on the Corporate Identity and Community Engagement Program at the Boca Raton Airport.

Mr. Bryan recommended awarding Tropic Fence, Inc. the Airside Operations Area Security Gate Improvements Project Contract.

**A MOTION to approve 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 was made by Mr. Nobles and seconded by Mr. Pollack. The Motion carried unanimously.**

Mr. Bryan presented the FY2019 Boca Raton Airport Authority Fee Schedule.

**A MOTION to approve Resolution No. 07-20-18 of the Boca Raton Airport Authority adopting the annual Airport Fee Schedule in accordance with the Accounting Policy and Procedures Manual was made by Mr. Folden and seconded by Mr. Pollack. The Motion carried unanimously.**

Ms. Camilo presented a request to appoint Mr. Folden as the Fourth Authorized Check Signer.

**A MOTION of the Boca Raton Airport Authority to authorize Mr. Gene Folden as the fourth check signer was made by Mr. Nobles and seconded by Mr. Nau. The Motion carried unanimously.**

#### **AUTHORITY MEMBERS REQUESTS AND REPORTS**

Mr. Fogel outlined the Board Member Assignments for July 2018 through June 2019.

#### **PUBLIC INPUT**

There was no public input.

#### **OTHER BUSINESS**

Mr. Pollack thanked Lt. Col Harding and the Civil Air Patrol for their service, and Boca Aircraft Owners for their consideration regarding the hangar rental rates.

#### **MISCELLANEOUS**

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

#### **ADJOURNMENT**

Meeting adjourned at 6:56 p.m.

\_\_\_\_\_  
Mitchell Fogel, Chair

\_\_\_\_\_  
Date



# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: August 15, 2018  
RE: **Financial Report – July 2018**

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## **AGENDA ITEM – VII – A**

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the ten months ending July 31, 2018.

Total Operating Revenues as of July 31, 2018 were \$3,394,347 an increase of \$311,484 or 10.1% 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 July 31, 2018 were \$349,556.

Total Operating Expenses as of July 31, 2018 were \$1,905,994 a decrease of \$634,785 or 25.0% compared to budget. Significant variances in expenses compared to budget for the ten months ending July 31, 2018 are as follows:

- Project expenditures are down \$284,539 or 76.1% to budget, primarily due to the projects anticipated to begin in the fourth quarter with construction in fiscal year 2019.
- Airport Operations expenditures are down \$60,140 or 15.2% to budget, primarily due to expenses being lower than anticipated.
- Customs Facility expenditures are down \$154,149 or 74.4% 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	\$ 3,070	\$ 2,626	\$ -	\$ -	\$ 53,865
BOARD	\$ 936	\$ 7,854	\$ -	\$ 2,096	\$ 390	\$ -	\$ -	\$ -	\$ 2,298	\$ -	\$ -	\$ -	\$ 13,573
CUSTOMS	\$ 208	\$ 208	\$ -	\$ 780	\$ 910	\$ 3,588	\$ -	\$ 709	\$ 1,040	\$ 1,352	\$ -	\$ -	\$ 8,795
EMAS	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
TAXIWAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,860	\$ 676	\$ -	\$ -	\$ 3,536

Total Capital Expenditures as of July 31, 2018 were \$909,525. 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 \$909,525 in Capital Expenditures, \$12,981 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 Ten Months Ending July 31, 2018**  
 (unaudited)

**Summary Results**

	FY 2018 Annual Budget	FY 2018 July Actual	FY 2018 July Budget	Variance	
				FY 2018 Actual vs. Budget Dollars	Percent
Operating Revenues	\$ 3,699,435	\$ 3,394,347	\$ 3,082,862	\$ 311,484	10.1%
Operating Expenses	\$ 3,048,934	\$ 1,905,994	\$ 2,540,779	\$ (634,785)	-25.0%
<b>Operating Income/(Loss) before Depreciation</b>	<b>\$ 650,500</b>	<b>\$ 1,488,353</b>	<b>\$ 542,084</b>	<b>\$ 946,269</b>	<b>174.6%</b>
Depreciation	\$ 1,486,832	\$ 1,239,027	\$ 1,239,027	\$ -	0.0%
<b>Net Operating Income/(Loss)</b>	<b>\$ (836,332)</b>	<b>\$ 249,326</b>	<b>\$ (696,943)</b>	<b>\$ 946,269</b>	<b>-135.8%</b>
Non-Operating Revenues	\$ 359,071	\$ -			
<b>Income/(Loss) before Capital Contributions</b>	<b>\$ (477,261)</b>	<b>\$ 249,326</b>			
Capital Contributions from State and Federal Grants	\$ 3,648,160	\$ 349,556			
<b>Change in Net Position</b>	<b>\$ 3,170,899</b>	<b>\$ 598,882</b>			



**Boca Raton Airport Authority**  
**Actual Revenue Results Versus Budget**  
**For the Ten Months Ending July 31, 2018**  
(unaudited)

**Revenue Summary**

	FY 2018 Annual Budget	FY 2018 July Actual	FY 2018 July Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 2,985,111	\$ 2,543,083	\$ 2,487,592	\$ 55,491	2.2%
Fuel Flowage Fees	\$ 475,000	\$ 717,484	\$ 395,833	\$ 321,651	81.3%
Customs Facility Revenue	\$ 108,000	\$ 16,076	\$ 90,000	\$ (73,925)	-82.1%
Interest Income	\$ 58,500	\$ 54,750	\$ 48,750	\$ 6,000	12.3%
Other Revenue	\$ 72,824	\$ 62,954	\$ 60,687	\$ 2,267	3.7%
<b>Total Operating Revenues</b>	<b>\$ 3,699,435</b>	<b>\$ 3,394,347</b>	<b>\$ 3,082,862</b>	<b>\$ 311,484</b>	<b>10.1%</b>
FDOT Grants	\$ 359,071	\$ -			
<b>Non-Operating Revenues</b>	<b>\$ 359,071</b>	<b>\$ -</b>			
FDOT Grants	\$ 2,514,615	\$ 348,896			
FAA Grants	\$ 286,480	\$ 660			
<b>Capital Contributions from State and Federal Grants</b>	<b>\$ 2,801,095</b>	<b>\$ 349,556</b>			



**Boca Raton Airport Authority**  
**Actual Expense Results Versus Budget**  
**For the Ten Months Ending July 31, 2018**  
(unaudited)

**Expense Summary**

	FY 2018 Annual Budget	FY 2018 July Actual	FY 2018 July Budget	Variance FY 2018 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 996,778	\$ 806,486	\$ 830,649	\$ (24,163)	-2.9%
Professional Services	\$ 219,800	\$ 108,664	\$ 183,167	\$ (74,503)	-40.7%
Office Operating Expenses	\$ 241,679	\$ 188,227	\$ 201,399	\$ (13,173)	-6.5%
Airport Operations	\$ 474,820	\$ 335,544	\$ 395,683	\$ (60,140)	-15.2%
Insurance Expense	\$ 183,128	\$ 116,883	\$ 152,607	\$ (35,723)	-23.4%
ATCT Facility	\$ 54,432	\$ 29,031	\$ 45,360	\$ (16,329)	-36.0%
Customs Facility	\$ 248,478	\$ 52,916	\$ 207,065	\$ (154,149)	-74.4%
Marketing & Special Events	\$ 180,980	\$ 178,750	\$ 150,817	\$ 27,933	18.5%
Projects	\$ 448,839	\$ 89,493	\$ 374,033	\$ (284,539)	-76.1%
<b>Total Operating Expenses</b>	<b>\$ 3,048,934</b>	<b>\$ 1,905,994</b>	<b>\$ 2,540,779</b>	<b>\$ (634,785)</b>	<b>-25.0%</b>
Capital Outlay	\$ 35,000	\$ -			
Capital Improvement Program	\$ 3,661,644	\$ 909,525			
<b>Total Capital Expenditures</b>	<b>\$ 3,696,644</b>	<b>\$ 909,525</b>			



**Boca Raton Airport Authority**  
**Balance Sheet Summary**  
**July 31, 2018**  
(unaudited)

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 833,696	Accounts Payable	\$ 429,659
Receivables	\$ 109,332	Due to Other Governments	\$ 3,253
Due From Other Governments	\$ 287,877	Compensated Absences, short-term	\$ 29,306
Money Markets	\$ 361,129	Deferred Rent Income	<u>\$ 89,854</u>
Certificates of Deposit	\$ 7,002,893	<b>Total Current Liabilities</b>	<b>\$ 552,073</b>
Certificates of Deposit, Restricted	\$ 181,891	Non-Current Liabilities	
Other Assets	<u>\$ 158,307</u>	Security Deposits	\$ 167,879
<b>Total Current Assets</b>	<b>\$ 8,935,125</b>	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Rent Receivable	\$ 467,943	<b>Total Liabilities</b>	<u><b>\$ 719,952</b></u>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 38,047,882
Project in Progress	\$ 21,642,418	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 2,854,224	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 598,882</u>
Leasehold Improvements	\$ 8,220,981	<b>Total Capital</b>	<b>\$ 45,662,024</b>
Furniture, Fixtures, and Equipment	\$ 2,742,245	<b>Total Liabilities &amp; Capital</b>	<u><b>\$ 46,381,976</b></u>
Infrastructure	\$ 13,646,351		
Less Accumulated Depreciation	<u>\$ (19,710,229)</u>		
<b>Total Non-Current Assets</b>	<b>\$ 37,446,851</b>		
<b>Total Assets</b>	<u><b>\$ 46,381,976</b></u>		



# Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: August 15, 2018

RE: **Premier Aviation of Boca Raton, LLC – Fifth Amendment to Lease Agreement**

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## **AGENDA ITEM – VIII – A**

Premier Aviation of Boca Raton, LLC (Premier Aviation) is requesting an amendment to its Lease Agreement changing the permitted uses on Phase III to allow for car sales in order to facilitate a proposed sublease with Tesla.

The proposed change to the permitted uses requires FAA approval. If approved by FAA, Premier Aviation would be required to submit an amendment to the approved site plan for Phase III to the Airport Authority and the City of Boca Raton, in accordance with City of Boca Raton Code of Ordinances.

Airport Management recommends approval of Resolution No. 08-22-18 approving a Fifth Amendment to the Premier Aviation of Boca Raton, LLC. Lease. Legal Counsel has reviewed the Amendment and concurs with the recommendation.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 08-21-18**

**A Resolution of the Boca Raton Airport Authority approving the Fifth Amendment to that certain Lease Agreement Between the Boca Raton Airport Authority and Premier Aviation of Boca Raton, LLC, dated September 27, 2000**

**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 September 27, 2000, the Authority entered into a Lease Agreement with Premier Aviation of Boca Raton, LLC ("Premier"), on November 29, 2000, the Authority and Premier entered into the First Amendment to the September 27, 2000, Lease Agreement, on July 17, 2013, the parties entered into the Second Amendment to the September 27, 2000, Lease Agreement, on January 27, 2015, the parties entered into the Third Amendment to the September, 27, 2000, Lease Agreement, and on June 26, 2018, the parties entered into the Fourth Amendment to the September 27, 2000, Lease Agreement (collectively, the "Premier Lease Agreement");

**WHEREAS**, the September 27, 2000, Lease Agreement allows Premier to sublease portions of the leased premises, subject to the consent of the Authority, and provides for three separate phases of the leased premises to be developed, but did not provide for certain development and construction timelines;

**WHEREAS**, on August 15, 2012, pursuant to Resolution No. 08-24-12, the Authority conditionally approved a Second Amendment to the September 27, 2000 Lease Agreement (the "Previous Second Amendment") to provide for construction timelines for the Phase II and Phase III Projects, add any use as permitted pursuant to the Amended and Restated Memorandum of Agreement between the City of Boca Raton and the Boca Raton Airport Authority dated January 30, 2008, and permit, upon Authority approval, multiple/uses, buildings or stories to the Phase II and Phase III Projects, but the Previous Second Amendment was rejected by the Federal Aviation Administration (FAA);

**WHEREAS**, on July 17, 2013, pursuant to Resolution No. 07-32-13, the Authority approved a revised Second Amendment to the September 27, 2000, Lease Agreement to address the comments made by the FAA in rejecting the Previous Second Amendment;

**WHEREAS**, on January 28, 2015, pursuant to Resolution 01-04-15, the Authority approved a Third Amendment changing the approved uses for Phase II, and the FAA approved the uses contained in the Third Amendment;

**WHEREAS**, on June 20, 2018, pursuant to Resolution 06-13-18, the Authority approved a Fourth Amendment relating to the submission of Preliminary Plans and the issuance of a certificate of occupancy related to Phase III; and

**WHEREAS**, Premier has requested a Fifth Amendment to the Premier Lease Agreement to provide for additional uses for the Phase III project, to accommodate a Car Sales Agency, non-aviation use, as proposed by Premier (the "Fifth Amendment") attached as Exhibit A, subject to approval by the FAA.

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 15<sup>th</sup> DAY OF AUGUST 2018, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby conditionally approves the Fifth Amendment.
3. The Authority hereby authorizes the Chair or Vice-Chair to execute the Fifth Amendment.
4. 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 08-21-18.
5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 08-21-18.

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of August 2018.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**Randy Nobles**  
**Secretary & Treasurer**

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**Mitchell Fogel**  
**Chair**

FIFTH AMENDMENT TO THE SEPTEMBER 27, 2000  
LEASE AGREEMENT BETWEEN  
THE BOCA RATON AIRPORT AUTHORITY, LESSOR,  
AND  
PREMIER AVIATION OF BOCA RATON, L.L.C., LESSEE

This Fifth Amendment to the Lease Agreement dated September 27, 2000 is made and entered into as of \_\_\_\_\_ 2018, by and between the Boca Raton Airport Authority, a political subdivision of the state of Florida (hereinafter "Authority") and Premier Aviation of Boca Raton, L.L.C., a limited liability company existing under the laws of the state of Delaware and authorized to do business under the laws of the State of Florida, having its office and principal place of business at 433 Plaza Real, Suite 335, Boca Raton, Florida 33432 (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Authority and Lessee executed and delivered a Lease Agreement dated September 27, 2000; and

WHEREAS, the Lease Agreement was previously amended by that certain First Amendment to the September 27, 2000 Lease Agreement dated November 29, 2000 and that certain Second Amendment to the September 27, 2000 Lease Agreement dated July 17, 2013, and that Third Amendment to the September 27, 2000 Lease Agreement dated January 27, 2015, and that Fourth Amendment to the September 27, 2000 Lease Agreement dated June 26, 2018; and

WHEREAS, the Lessee has proposed a non-aviation use for the Phase III Project, relating to the development of a Tesla automobile sales facility; and

WHEREAS, the Authority and Lessee desire to modify and amend the Lease Agreement to provide for additional uses for the Phase III project, as proposed by Lessee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the Authority and Lessee agree to amend the Lease Agreement, as amended, as follows:

I. Article 2.03, Description of Specific Privileges, Uses and Rights, is hereby amended by deleting Section 2.03(L) in its entirety and replacing it with Section 2.03(L) as follows:

2.03 L. Additional Permitted Uses for Phase II and Phase III Projects. In addition to the permitted uses set forth above, Lessee also has the right, subject to FAA approval, to use the lease premises for the Phase II Project to include uses associated with a themed restaurant concept, retail and office space, and for the Phase III Project to include non-aviation uses associated with Car Sales Agencies pursuant to Section 28-1302, City Code of Ordinances, as permitted pursuant to the Amended and Restated Memorandum of Agreement between the City of Boca Raton and the Boca Raton

Airport Authority dated January 30, 2008, a true copy of which is attached hereto as Exhibit "A". In the event the Memorandum dated January 30, 2008 is amended by the City and the Authority subsequent to the execution of this Amendment, the Lessee shall seek Authority approval to incorporate the subsequently amended Memorandum into this Amendment. In the event FAA does not approve the proposed use, the permitted uses provided for under this Fifth Amendment become null and void and the provisions of Section 2.03(L) of the Lease Agreement dated September 27, 2000, revert to the language provided for in the Third Amendment to the Lease.

III. Except as expressly modified by this Amendment, the Lease Agreement dated September 27, 2000, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority has caused this Fifth Amendment to the Lease Agreement dated September 27, 2000, to be signed by the Chairman of the Boca Raton Airport Authority and the seal of said Authority to be affixed hereto and attested by the Secretary of said Authority, pursuant to the authority granted by said Authority, and the Lessee, Premier Aviation of Boca Raton, L.L.C., has caused these presents to be signed in its lawful name by its duly authorized officer, the Managing Member acting on behalf of said Lessee, and the seal of said Lessee to be affixed hereto, the day and year first written above.

(signatures on following page)

ATTEST:

"AUTHORITY"

BOCA RATON AIRPORT AUTHORITY,  
a body politic and corporate created under Chapter  
82-259, Laws of the State of Florida

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
General Legal Counsel

"LESSEE"  
PREMIER AVIATION OF BOCA RATON, L.L.C.  
a Delaware limited liability company, authorized  
to do business in the State of Florida, by: LAH  
Aviation Management, LLC, its duly authorized  
manager.

\_\_\_\_\_  
Hamid Hashemi, Manager



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

May 31, 2018

Mr. Hamid Hashemi  
Premier Aviation of Boca Raton, LLC  
433 Plaza Real, Suite 335  
Boca Raton, FL 33432

RE: May 17, 2018 Letter to Boca Raton Airport Authority  
Premier Aviation Property

Dear Mr. Hashemi,

Thank you for your letter of May 17, 2018, regarding your plans for the leased property referred to in your letter as the Premier Parcel and subject to the lease agreement between the parties, dated September 27, 2000, as amended.

As you acknowledged in your letter, the current iteration of the Lease obligates Premier to fulfill certain development timetables in July, 2018. Therefore, staff suggests that the parties enter an amendment extending the development timetables for Phase III by six (6) months, in order to allow the parties to complete the development of the proposed new leases and submit same to the Authority's Board for consideration. Please let us know as soon as possible whether you are amenable to the suggested short-term extension, so that we may draft and circulate same for review and present the recommendation at the June 20, 2018 Airport Authority Board meeting. If you would like to propose a time extension of a different duration, please let us know.

In order to fully evaluate your request, please provide the following information in writing:

1. Under Paragraphs 1 and 2, you request amendments to the conditions for the Phase III development and the term of the original lease for Phases II and III. However, in Paragraph 3, you state "Premier Aviation is proposing to separate the Premier Parcel into 3 distinct ground leases. . ." Please confirm that it is your intent that the parties enter into three new leases, with each lease governing a portion of the currently defined Premier Parcel, rather than amending the existing lease conditions for the Phase III development. This confirmation will

assist staff in developing an appropriate review and approval process for your request.

2. In Paragraph 3, you indicate that you are proposing for the new “Master lease” governing the area currently defined under the existing Lease as Phase II to include “the same economic terms” as the original lease. Please identify those portions of the lease terms that you consider to be “economic” and those portions of the lease that you are proposing will no longer apply to the new Master Lease for the Phase II sub-parcel.
3. Likewise, in the un-numbered language after Paragraph 3, you state “the second new wholly-owned entity will enter into a new Master Lease for the Phase III property with the BRAA under the same terms and conditions.” However, you also mention a proposed sublease with Tesla and acknowledge that the proposed use of the property by Tesla will require lease amendment. Please clarify what you mean by “the same terms and conditions” by listing each term or condition from the original lease that you are proposing will apply to the new Master Lease for the Phase III sub-parcel and to the proposed sublease. For any terms or conditions that you are proposing will not apply, please identify the proposed changes, including but not limited to the changes you are proposing to the development timetable, conditions relating to the contemplated uses of the property, and the sublease approval process.
4. For all three proposed new Master Leases, please identify the proposed lease payment term and the basis therefor. For example, if you are proposing that the lease payment for the newly defined lease premises be calculated according to the terms of the original lease, please so indicate.
5. You have indicated that the proposal includes an agreement from Signature Flight Support to enter into a new Master Lease and to offer to the newly created entities certain rights governing common area parking, maintenance, and access. Please note that the Authority will need to negotiate with Signature Flight Support directly as to the terms regarding its newly proposed lease with the Authority. Further, the Authority will need to receive and review a copy of the agreement between the new lessees regarding common area parking, maintenance, and access.
6. Please note that the proposal will require amendment to the Authority’s Airport Layout Plan (ALP), necessitating FAA approval. Further, the proposed Tesla use will require zoning review under Section 28-1302, City Code of Ordinances. This

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Mitch Fogel  
Chair

Cheryl Budd  
Vice Chair

Randy Nobles  
Secretary/Treasurer

Gene Folden  
Member

Jack Fox  
Member

James R. Nau  
Member

Melvin Pollack  
Member

ALP amendment process and zoning review should be considered in developing the lease amendment timeline. Further, be advised that FAA must review all lease terms, and any approval on the Authority's part is contingent on FAA's review and conclusion that it has no objections to the proposed leases.

Once staff receives the requested information and reviews same, staff would be available for a meeting to discuss a timetable for negotiation, development, and approval of the new leases.

Sincerely,



Clara Bennett  
Executive Director

cc: Amy Petrick, Lewis Longman Walker

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Mitch Fogel  
Chair

Cheryl Budd  
Vice-Chair

Randy Nobles  
Secretary/Treasurer

Gene Folden  
Member

Jack Fox  
Member

James R. Nau  
Member

Melvin Pollack  
Member



# Memo

To: Mitchell Fogel, Chair and Authority Members  
From: Robert Abbott, Operations Coordinator  
Date: August 15, 2018  
RE: **Operations and Noise Abatement Report, July 2018**

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## **AGENDA ITEM – IX- A**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of July. 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 July 2018 there were 5,889 operations reported by the Tower, which is two percent (2%) more than the operations reported in July 2017.

Deliveries of Jet A fuel to the Airport in July were fourteen percent (14%) more than July of the previous year. Avgas deliveries were one hundred eighty-eight percent (188%) more than July of the previous year.

There were twelve (12) noise calls by five (5) different households received on the Airport Authority Noise Hotline during the month of July 2018.

During the month of July 2018, seventy-five (75) aircraft cleared Customs from eleven (11) different countries. In addition, sixteen (16) passengers on board three (3) vessels cleared Customs during the month of July.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT



JULY  
**2018**

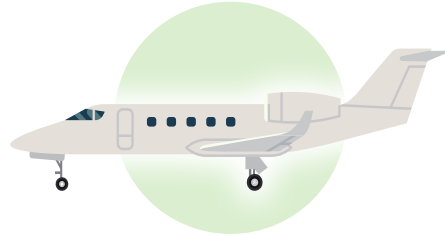
JULY 2018

# OPERATIONS REPORT



46%

TRAINING



22%

IFR

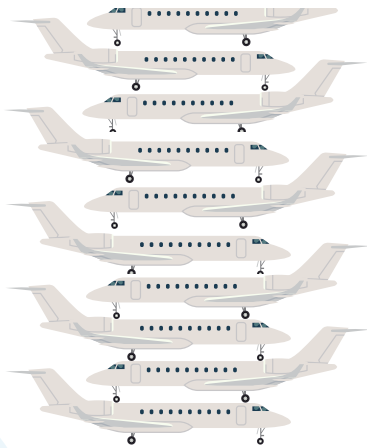


32%

VFR

## OPERATIONS BREAKDOWN

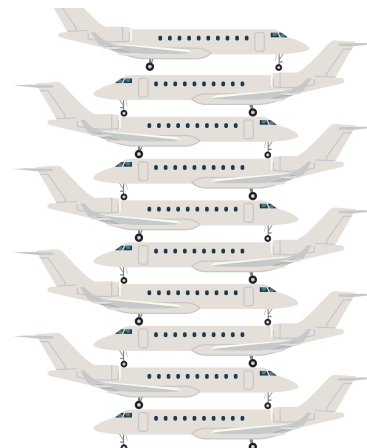
**Chart 1:** Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



5,782

JULY 2017

+2%



5,889

JULY 2018

## TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

**Chart 2:** July 2018 operations compared to July 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.

JULY 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 July 2018 deliveries of Jet A in gallons compared to July 2017 deliveries of Jet A.



## AVGAS FUEL REPORT

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

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

JULY 2018

# NOISE ABATEMENT REPORT

## NOISE CONCERNS PER QUADRANT



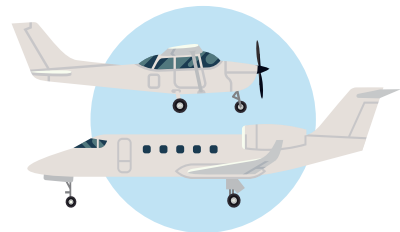
**Chart 5:** Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



**0%**  
**TFR**



**100%**  
**NOISE**



**40%**  
**TRAFFIC**

TYPE OF CONCERN

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

JULY 2018

# NOISE ABATEMENT REPORT

NOT FOLLOWING **VOLUNTARY**  
CURFEW PROCEDURES

**56**  
**OPERATIONS**



**0%**

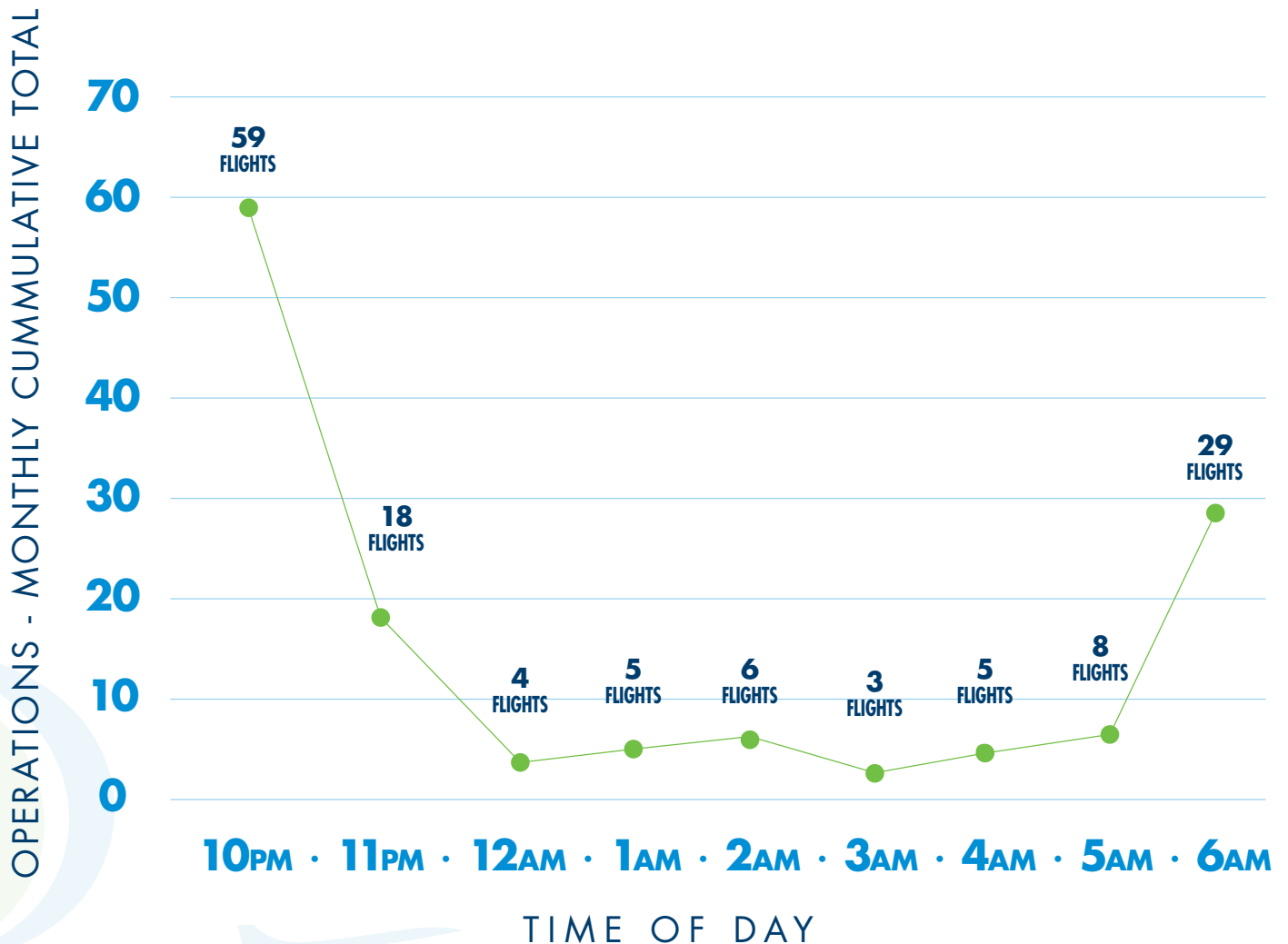
**DURING TFR**  
**0 OUT OF 56**

**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.

JULY 2018

# NOISE ABATEMENT REPORT

## NIGHT OPERATIONS BY HOUR

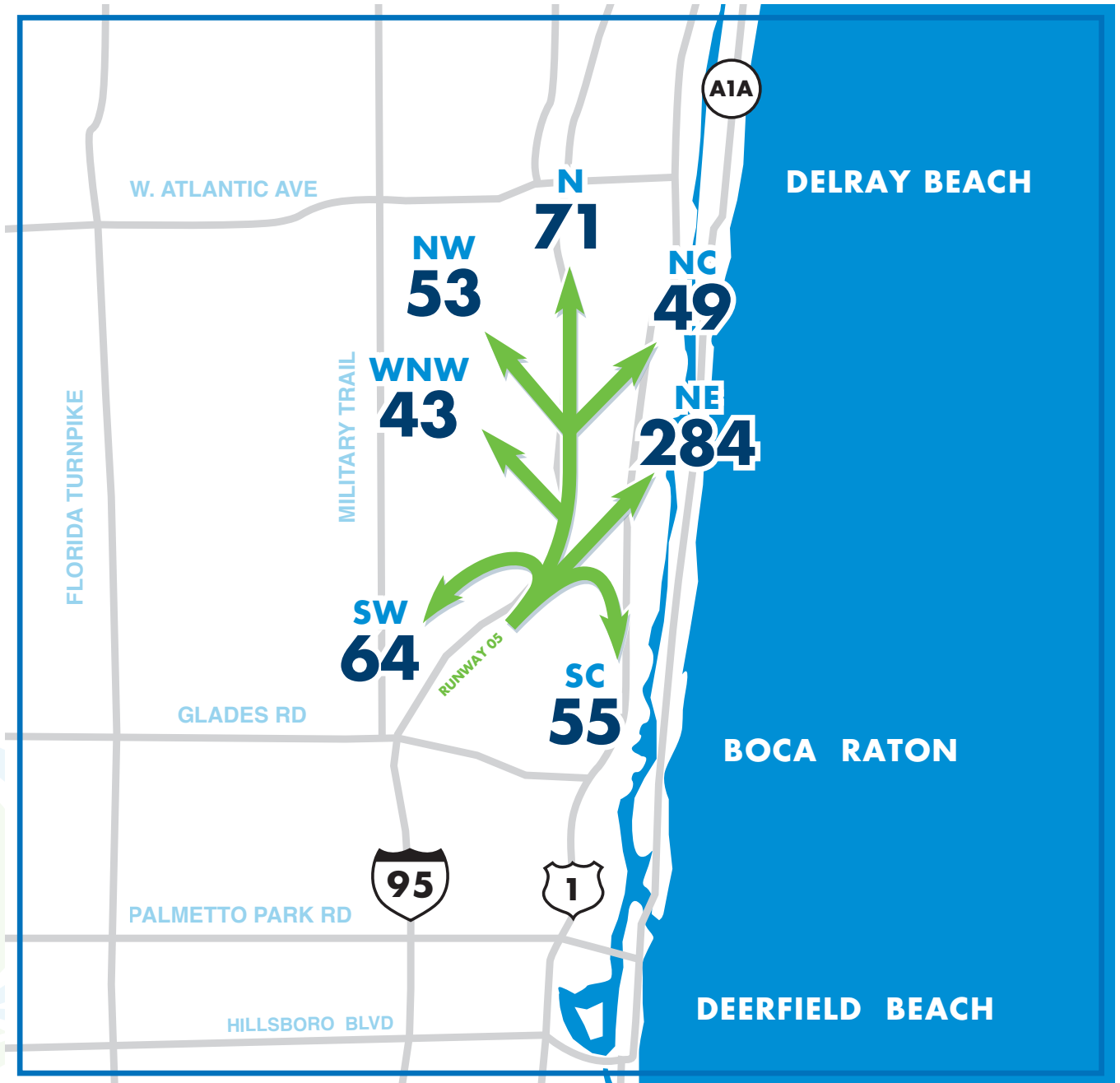


**Chart 8:** A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in July 2018.

JULY 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.

JULY 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	8
Kathryn	Sauers	Timbercreek	C	UNK	UNK	UNK	UNK	UNK	Noise	No	1
Sandra	Daniels	University Hight	B	D	5	J	N213EP	GALX	Noise	No	1
Barbara	Daddario	N/A	C	A	5	J	N300JZ	GIII	Noise, Voluntary Curfew	No	1
Jim	Warner	N/A	B	T	N/A	N/A	N/A	N/A	Traffic, Noise	No	1

JULY 2018

# NOISE ABATEMENT REPORT

## VOLUNTARY CURFEW OPERATIONS

Date	Time	Tail #	Type	Operation	RWY	Owner	Address	City	State	
7/1/2018	6:16	N247MB	CL60	A	5	True Aviation Charter Services, LLC	102 Hangar Road, Aviation Center	Gouldsboro	PA	
7/1/2018	6:50	N99KW	CL60	D	5	FLORIDA WINGS INC	1515 S FEDERAL HWY STE 201	BOCA RATON	FL	
7/1/2018	22:03	N504VJ	GLST	A	5					
7/1/2018	23:23	N499SC	GLF4	A	5	Journey Aviation, LLC	3700 Airport Road, Suite 206	Boca Raton	FL	
7/2/2018	1:19	N111RM	UNKN	D	5	ALBRECHT JOSEPH R TRUSTEE	8231 MENTRA ST APT A	ANCHORAGE	AK	
7/2/2018	22:56	N5236M	UNKN	D	5					
7/3/2018	22:21/22:27	N93730	C152	A/D	5	AEROMAX LLC	PO BOX 741351	ORANGE CITY	FL	
7/4/2018	4:44	N604PM	CL60	A	5	Irish Properties of Florida, Inc	1110 W Commercial Blvd.	Ft Lauderdale	FL	
7/5/2018	6:40	N27AX	LJ40	D	5	Omni Air Transport, LLC	3217 North Sheridan Road, Hangar 38	Tulsa,	OK	
7/5/2018	22:56/0:18	N6011R	C172	A/D	5	IGLESIAS CARLOS LUIS	14032 SW 167TH TER	Miami	FL	
7/6/2018	6:14	N99KW	CL60	D	5	FLORIDA WINGS INC	1515 S FEDERAL HWY STE 201	BOCA RATON	FL	
7/7/2018	0:06	N8930N	C310	A	5	REPROF LLC 310 SERIES	1201 N ORANGE ST STE 600	WILMINGTON	DE	
7/7/2018	22:55/1:01	N865RT	UNKN	A/D	5					
7/8/2018	22:03	N612JC	LJ60	A	5	T & M Air, LLC	10168 East Cnder Cone Trail	Scottsdale	AZ	
7/9/2018	6:09	N549QS	C68A	D	5	RAYTHEON AIRCRAFT CO	10511 E CENTRAL AVE	WICHITA	KS	
7/10/2018	6:34	N406CR	C208	D	5	Sky One Holdings, LLC DBA Private	3690 Airport Road, Hangar 9	Boca Raton	FL	
7/10/2018	22:49	N213EP	GALX	D	5	Worldwide Aircraft Holdings, LLC	5109 Round Tree Court	Orlando	FL	
7/10/2018	22:58	N24041	UNKN	D	5	TEXAS FLIGHT TRAINING AIRCRAFT	8 LLC	251 LITTLE FALLS DR	WILMINGTON	DE
7/11/2018	6:39	N338QS	C680	D	5	U N D CORP	C/O NETJETS SALES INC	OKLAHOMA CITY	OK	
7/11/2018	22:32	N13SK	C172	A	5	BROWN FLYING SCHOOL INC	6898 N CLINTON ST	TERRE HAUTE	IN	
7/11/2018	23:27	N1369Q	UNKN	A	5	AMERIFLYERS OF TEXAS INC	4650 AIRPORT PKWY	Dallas	TX	
7/12/2018	2:39/4:41	N553AP	C172	A/D	23	AVIATION PARADISE LLC	18844 SW293RD TER	DADE	FL	
7/13/2018	2:03	N726XJ	C750	A	23	XOJET, Inc.	2 Grand Central Tower, 140 East 45th Street	NEW YORK	NY	
7/13/2018	6:18	N247MB	CL60	A	5	True Aviation Charter Services, LLC	102 Hangar Road, Aviation Center	Gouldsboro	PA	
7/13/2018	6:37	N135LR	UNKN	A	5	Coleman Jet, LLC	5701 Airport Road	Gary	IN	
7/13/2018	22:19/22:35	N608AC	P28A	A/D	5	ARI BEN AVIATOR INC	3800 SAINT LUCIE BLVD	Fort Pierce	FL	
7/13/2018	23:34	N474PT	LJ60	A	5					
7/15/2018	23:14	N6012M	BE76	D	5	CHRISTIANSEN AVIATION INC	2207 CONCORD PIKE	WILMINGTON	DE	
7/15/2018	23:21	N999LB	LJ45	A	5	SPEEDBIRD INC	8534 EAST KEMPER	CINCINNATI	OH	
7/16/2018	22:26	N64575	UNKN	D	23	N64575 LLC	1621 CENTRAL AVE	CHEYENNE	WY	
7/16/2018	22:39	N8X	FA8X	D	23	Dassault Falcon Jet Corporation	Teterboro Airport	South Hackensack	NJ	
7/16/2018	22:44	N4335R	C172	D	23	PILOT TRAINING CENTER LLC	14300 SW 129TH ST STE 204	MIAMI	FL	
7/17/2018	6:54	N717AM	LJ55	A	5	FLORIDA JET SERVICE INC	2665 NW 56TH ST	FORT LAUDERDALE	FL	
7/17/2018	22:23	N850MS	H25B	A	23	MB Aviation, LLC	1500 Cordova Road, Suite 300	FORT LAUDERDALE	FL	
7/18/2018	2:52	N629JJ	E50P	A	23	SAFE 7 LLC	3511 SILVERSIDE RD STE 105	WILMINGTON	DE	
7/18/2018	22:55	N77ZB	PA28	D	5	BRAVO GOLF AVIATION LLC	2336 SE OCEAN BLVD # 198	Stuart	fl	
7/19/2018	6:58	N594QS	C56X	D	23	Netjets	4556 Airport Road	Cincinnati	OH	
7/20/2018	22:14	N82045	PA28	D	23	PARIS AIR INC	3300 AIRPORT WEST DR	VERO BEACH	FL	
7/21/2018	22:55	N608FT	PA28	A	UNK	PILOT TRAINING CENTER LLC	14300 SW 129TH ST STE 204	MIAMI	FL	
7/21/2018	23:22/1:42	N553AP	C182	A/D	5	AVIATION PARADISE LLC	18844 SW 293RD TER	HOMESTEAD	FL	
7/23/2018	22:53/23:01	N288FF	LJ31	A/D	23	BOGEY FREE LLC	100 2ND AVE S STE 101	SAINT PETERSBURG	FL	
7/24/2018	1:49	N317LL	E35L	A	23	Clay Lacy Aviation, Inc.	7435 Valjean Avenue	Van Nuys	CA	
7/24/2018	22:38/23:02	N30JS	P28R	A/D	23	FIXED WING HOLDING CO INC	1601 SW 75TH AVE	PEMBROKE PINES	FL	
7/25/2018	5:46/6:02	N62890	C172	A/D	23	NEIL FISCHER INC	9800 US HIGHWAY 441 STE 101	LEESBURG	FL	
7/25/2018	23:10	N280FT	UNKN	D	5	PILOT TRAINING CENTER LLC	14300 SW 129TH ST STE 204	MIAMI	FL	
7/26/2018	0:00	N617RX	LJ45	A	23	Rectrix Aviation, Inc	777 Virginia Road	CONCORD	MA	
7/26/2018	6:05	N608RS	SR22	D	5	S & R AIRCRAFT LEASING LLC	387A HERNDON AVE	Orlando	FL	
7/27/2018	2:15	N325LT	EPIC	A	5	BANK OF UTAH TRUSTEE	200 E SOUTH TEMPLE STE 210	Salt Lake City	UT	
7/27/2018	4:56	N118MT	CL60	D	5	MTRM REALTY LLC	7426 HAYVENHURST AVE	VAN NUYS	CA	
7/27/2018	6:15	N247MB	CL60	A	5	Chartright Air, Inc.	2450 Derry Road East, Hangar 3 & 6	Mississauga	Canada	
7/28/2018	22:29	N66011	C172	D	5	ATLANTIC FERRY SERVICE INC	1049 RIDGEMONT RD	WATERLOO	IA	
7/28/2018	22:51	N9906W	P28A	A	UNK	BELMONT THOMAS M	365 NE 29TH ST	Boca Raton	fl	
7/29/2018	22:22	N604AC	P28A	A	5	ARI BEN AVIATOR INC	3800 SAINT LUCIE BLVD	Fort Pierce	FL	
7/29/2018	22:35/22:42	N5178S	UNKN	A/D	5	CARDIN DANIEL B	6942 TREVINO DR	MOORPARK	CA	
7/30/2018	0:12	N604AC	P28A	D	5	ARI BEN AVIATOR INC	3800 SAINT LUCIE BLVD	Fort Pierce	FL	
7/30/2018	6:22	N1184U	C182	D	5	Worldwide Aviation Service Corporation	1118 South Clinton Avenue, Apt. 6	DUNN	NC	

JULY 2018

# CUSTOMS OPERATIONS REPORT



**FLIGHTS &  
OPERATIONS**



**PASSENGERS**

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

JULY 2018

# CUSTOMS OPERATIONS REPORT



**VESSELS**

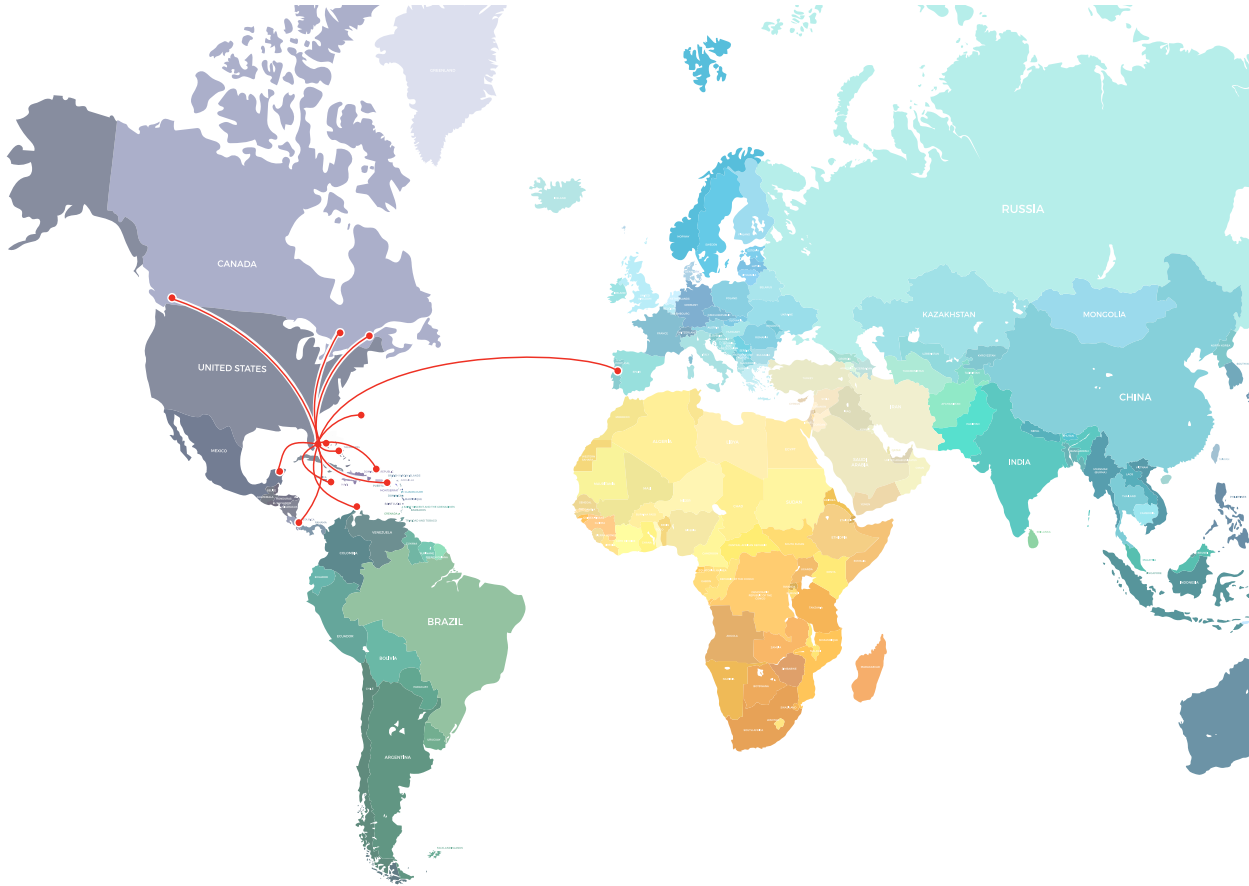


**PASSENGERS**

**Charts 12 & 13:** Total operations ran and total passengers during the month of July 2018.

JULY 2018

# CUSTOMS OPERATIONS REPORT

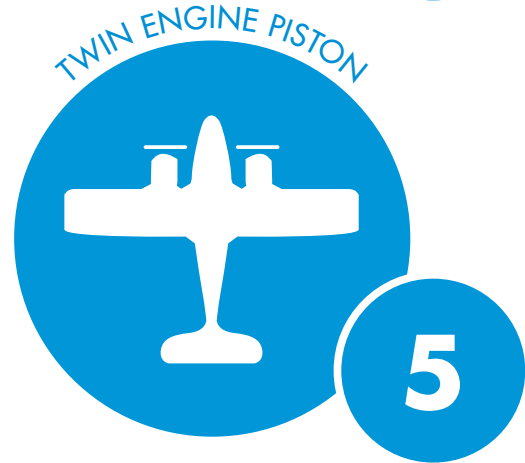
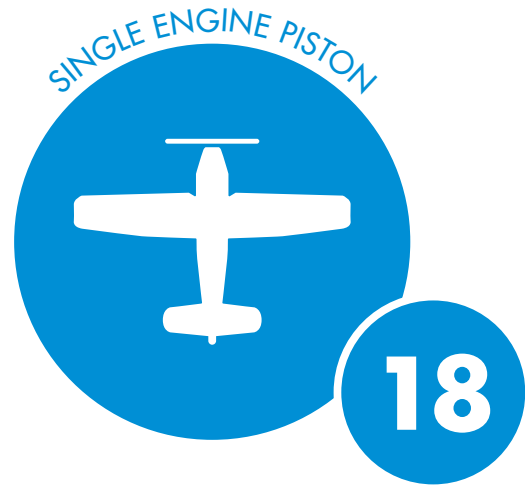


Country	No. of Flights
Bahamas	53
Canada	5
Turks and Caicos	5
Cayman Islands	4
St. Maarten	2
Bermuda	1
Mexico	1
Curacao	1
Portugal	1
Jamaica	1
Costa Rica	1

**Charts 14:** Total flights into BCT mapped by country of the flight's origin.

JULY 2018

# CUSTOMS OPERATIONS REPORT



**Charts 15:** Total operations by type of aircraft.



# Memo

To: Mitchell Fogel, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: August 15, 2018

RE: **Airfield Improvements Contract Award – Bid Schedule D Rejuvenate and Remark Runway 5-23**

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## **AGENDA ITEM – IX – B**

The Airport released an invitation to bid for airfield improvements in June 2018. The bid consisted of six schedules for work that included pavement rejuvenator and remarking, PAPI replacement, taxiway widenings, and taxiway relocations to bring the Airport into compliance with current FAA criteria.

The engineer's estimate for the six schedules was \$2,071,794.50. The sole bidder on the project was Weekley Asphalt Inc, with a total bid of \$3,297,417.84.

The engineers determined that the bid was responsive and responsible and recommend awarding Bid Schedule D – Rejuvenate and Remark Runway 5-23. The original grant project amount for the work in Schedule D was \$910,000. The engineer's estimate for Schedule D was \$778,710.00. Weekley's bid was \$1,036,960.00. Additional funding is available in the Airport's Capital Improvement Plan to cover the difference between the remaining grant and the bid amount. The runway rejuvenator and remarking would occur in the Fall 2018 prior to the busy season.

The remaining schedules, except for the PAPI's, have been packaged into an FAA grant application for Appropriations Bill funding that will be made available in October. If the grant is funded, Weekley has agreed to work with Airport Management to hold the pricing on the remaining schedules until construction could begin in the Spring after the busy season.

Airport Management recommends approval of resolution 08-22-18 awarding Invitation to Bid NO. 2018-BRAA-005 – Airfield Improvements, Schedule D to Weekley Asphalt Paving, Inc.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 08-22-18**

**A Resolution of the Boca Raton Airport Authority Awarding Invitation to Bid No. 2018-BRAA-005 – Airfield Improvements, Schedule D to Weekley Asphalt Paving, Inc.**

**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 3, 2018, the Authority issued Invitation to Bid No. 2018-BRAA-005 – Airfield Improvements (the “ITB”);

**WHEREAS**, the ITB contained several schedules to maximize available funding;

**WHEREAS**, on July 6, 2018, the Authority received one bid in response to the ITB;

**WHEREAS**, the Authority’s General Consultant found the bid responsive and responsible;

**WHEREAS**, the Authority’s General Consultant recommends awarding Schedule D of the ITB based on available funding while pursuing additional funds for the remaining schedules;

**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 Schedule D of the ITB, notwithstanding the receipt of only one bid; and

**WHEREAS**, Weekley Asphalt Paving Inc., submitted a total bid for the Project Scope of \$1,036,960.00, 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 15<sup>th</sup> DAY OF AUGUST 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 Weekley Asphalt Paving, 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 08-22-18.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 08-22-18.**

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of August 2018.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

\_\_\_\_\_  
**Randy Nobles**  
**Secretary & Treasurer**

\_\_\_\_\_  
**Mitchell Fogel**  
**Chair**



July 26, 2018

Mr. Scott Kohut  
Deputy Director  
Boca Raton Airport  
903 NW 35th Street  
Boca Raton, Florida 33431

Subject: Boca Raton Airport Authority (BRAA) Bid No.: 2018-BRAA-05  
2018 Airfield Improvements  
Bid Award Recommendation

Dear Scott:

Enclosed for your review is the Bid Tabulation for the referenced project. The Bid Opening was conducted on the established bid submittal deadline of July 6, 2018 at 2:00 PM. However, only one bid was received from Weekley Asphalt Paving, Inc.

The following is a summary of the Engineer's Estimate and Weekley Asphalt Paving, Inc.'s Bid for each individual Schedule.

DESCRIPTION	ENGINEERS ESTIMATE	WEEKLEY ASPHALT PAVING, INC.
1 SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS	\$ 318,095.00	\$ 612,607.24
2 SCHEDULE B BASE BID - RELOCATE CONNECTOR TAXIWAY B	\$ 378,157.50	\$ 643,753.60
3 SCHEDULE C BASE BID - REPLACE RUNWAY 5-23 PAPI EQUIPMENT	\$ 83,585.00	\$ 158,350.00
4 SCHEDULE D BASE BID - REJUVENATE AND REMARK RUNWAY 5-23	\$ 778,710.00	\$ 1,036,960.00
5 ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C	\$ 324,161.00	\$ 559,149.50
6 ADDITIVE BID 2 - REJUVENATE AND REMARK TAXIWAY P AND CONNECTORS	\$ 189,086.00	\$ 286,597.50
<b>SUM TOTAL SCHEDULES "A" THRU "D" AND ADDITIVE BID 1 AND 2</b>	<b>\$ 2,071,794.50</b>	<b>\$ 3,297,417.84</b>

Based on the evaluation performed by AID, Weekley Asphalt Paving, Inc. is a responsive and responsible Bidder. However, due to funding constraints we recommend that only **Schedule D Base Bid - Rejuvenate and Remark Runway 5-23** in the Bid amount of \$1,036,960.00 be awarded to Weekley Asphalt Paving, Inc. at this time. Our recommendation is also contingent on the Authority's legal review of the bid documents.

Please contact me at (407) 926-6611 if you have any questions or require additional information regarding this project.

Sincerely,  
American Infrastructure Development, Inc.



Eric Bain, P.E.  
Project Manager

Encl.: Bid Reporting Form  
Bid Review Checklist  
Bid Tabulation

c.c.: Clara Bennett (BCT)  
Pete Ricondo (R&A)  
George Garcia (R&A)  
Mohsen Mohammadi (AID)  
Mark Jansen (AID)  
Amy Champagne-Baker (HEE)


**Bid Tabulation Reporting Form - Bid Opening, July 6, 2018 - 2:00 pm**  
**2018 AIRFIELD IMPROVEMENTS PROJECT**  
**BOCA RATON AIRPORT, BOCA RATON FLORIDA**  
**FDOT FIN Proj 437954-1, 437956-1 & 437982-1**

NAME OF BIDDER	Total Bid Amount - Schedules A to D, Base Bid	Total Bid Amount - Additive Bid #1	Total Bid Amount - Additive Bid #2	Total Bid Amount - Base Bid Plus Additive Bid #1 Plus Additive Bid #2	BID BOND ENCLOSED
1) WEEKLEY ASPHALT PAVING, INC.	\$2,451,670.84	\$559,149.50	\$286,597.50	\$3,297,417.84	YES
2)					

Bids Delivered To: BRAA OFFICE

Date: 7/9/2018

Eric Bain, PE  
 \_\_\_\_\_  
 (Print Name)

  
 \_\_\_\_\_  
 (Signature)

Description	WEEKLEY ASPHALT PAVING, INC.	(Bidder's Name)
Addendum No. 1 Acknowledgment	YES	
Addendum No. 2 Acknowledgment	YES	
Bid Form Letter Pages BF-4 and BF-5	YES	
Bid Price Form Completed (Attachment 1) (Or, Page BF-5.1 TO 5.10 AND 6 OF 69)	YES	
Milestone and Damages Data (Attachment 2)	YES	
Designation of Subcontractors Completed (Attachment 3 - Base Bid)	YES	
Prime Contract Work Completed (Attachment 4 - Base Bid)	YES	
Bid Bond Included (Attachment 5 - Base Bid)	YES	
Surety - U.S. Treasury Listed (Part of Attachment 5)	YES	
Bid Guaranty-Unconditional Letter of Credit (If Applicable) (Attachment 6)	YES, but N/A	
List of Proposed DBE Subcontractors (Goal: 24.67%) (Attachment 7A1) - Base Bid	YES	
Letter of Intent to Perform as a DBE Subcontractor (Attachment 7A2) - Base Bid	YES	
Letter of Intent to Perform as a DBE Subcontractor (Attachment 7A2) - Base Bid	YES	
Statement of Good Faith Efforts (Attachment 7A3) - Base Bid	YES	
DBE Contractor and Supplier Solicitation Sheet (Attachment 8A) - Base Bid	YES	

Description	WEEKLEY ASPHALT PAVING, INC.	(Bidder's Name)
DBE Contractor and Supplier Solicitation Sheet (Attachment 8A) - Base Bid	YES	
List of Proposed DBE Subcontractors (Goal: 24.67%) (Attachment 7B1) - Additive Bid 1	YES	
Letter of Intent to Perform as a DBE Subcontractor (Attachment 7B2) - Additive Bid 1	YES	
Statement of Good Faith Efforts (Attachment 7B3) - Additive Bid 1	YES	
DBE Contractor and Supplier Solicitation Sheet (Attachment 8B) - Additive Bid 1	YES	
List of Proposed DBE Subcontractors (Goal: 24.67%) (Attachment 7C1) - Additive Bid 2	YES	
Letter of Intent to Perform as a DBE Subcontractor (Attachment 7C2) - Additive Bid 2	YES	
Statement of Good Faith Efforts (Attachment 7C3) - Additive Bid 2	YES	
DBE Contractor and Supplier Solicitation Sheet (Attachment 8C) - Additive Bid 2	YES	
Bidder Compliance Certification- FAA Grants (Attachment 9)	YES	
Bidder Compliance Certification- FDOT Grants (Attachment 10)	YES	
Sworn Statement Under Section 287.133(3)(A). Florida Statutes on Public Entity Crimes (Attachment 11)	YES	
Trench Safety Affidavit (Attachment 12)	YES	
Bidders Information Sheet (Attachment 13)	YES	
Subcontractor Information Sheet (Attachment 14)	YES	
Subcontractor Information Sheet (Attachment 14)	YES	

Description	WEEKLEY ASPHALT PAVING, INC.	(Bidder's Name)
Buy American Certificate (Jan 1991) (Attachment 15)	YES	
Notice and Certification Regarding Foreign Participation (Attachment 16)	YES	
Construction Change Proposal (Attachment 17)	YES, but N/A	
Certificate as to Corporate Principal (Attachment 18)	YES	
Standard Federal Requirements and Certifications	YES	
Standard FDOT Requirements and Certifications	YES	

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**BID TABULATION SUMMARY**

**DATE: 7/6/2018**

**TIME: 2:00:00 PM**

DESCRIPTION	ENGINEERS ESTIMATE	WEEKLEY ASPHALT PAVING, INC.
1 SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS	\$ 318,095.00	\$ 612,607.24
2 SCHEDULE B BASE BID - RELOCATE CONNECTOR TAXIWAY B	\$ 378,157.50	\$ 643,753.60
3 SCHEDULE C BASE BID - REPLACE RUNWAY 5-23 PAPI EQUIPMENT	\$ 83,585.00	\$ 158,350.00
4 SCHEDULE D BASE BID - REJUVENATE AND REMARK RUNWAY 5-23	\$ 778,710.00	\$ 1,036,960.00
5 ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C	\$ 324,161.00	\$ 559,149.50
6 ADDITIVE BID 2 - REJUVENATE AND REMARK TAXIWAY P AND CONNECTORS	\$ 189,086.00	\$ 286,597.50
<b>SUM TOTAL SCHEDULES "A" THRU "D" AND ADDITIVE BID 1 AND 2</b>	<b>\$ 2,071,794.50</b>	<b>\$ 3,297,417.84</b>
<b>OVER (UNDER) FINAL ENGINEERS ESTIMATE</b>		<b>\$ 1,225,623.34</b>

**DISADVANTAGED BUSINESS ENTERPRISE**

**BASE BID**  
**ADDITIVE BID 1**  
**ADDITIVE BID 2**

**CONTRACT GOAL**

**24.67%**  
**24.67%**  
**24.67%**

**CONTRACTOR  
PROPOSED GOAL**

**24.87%**  
**24.79%**  
**29.62%**

Eric Bain, PE

Prepared by:

**BOCA RATON AIRPORT AUTHORITY  
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<b>SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS</b>					<b>ENGINEERS ESTIMATE</b>		<b>WEEKLEY ASPHALT PAVING, INC.</b>	
<b>ITEM #</b>	<b>SPEC. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	P-100-1	MOBILIZATION	LS	1	\$34,100.00	\$34,100.00	\$186,630.00	\$186,630.00
2	P-101-1	BITUMINOUS PAVEMENT DEMOLITION	SY	25	\$16.00	\$400.00	\$275.00	\$6,875.00
3	P-101-2	2" NOMINAL COLD MILLING	SY	260	\$8.00	\$2,080.00	\$61.03	\$15,867.80
4	P-151-1	4" TURF STRIPPING	SY	2,900	\$2.00	\$5,800.00	\$4.57	\$13,253.00
5	P-152-1	UNCLASSIFIED EXCAVATION - DISPOSAL OFFSITE	CY	495	\$15.00	\$7,425.00	\$35.85	\$17,745.75
6	P-152-2	UNCLASSIFIED EXCAVATION - ONSITE	CY	535	\$15.00	\$8,025.00	\$39.55	\$21,159.25
7	P-156-1	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION AND SILTATION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$9,918.00	\$9,918.00
8	P-211-1	LIMEROCK BASE COURSE, 12" THICK	SY	1,260	\$22.00	\$27,720.00	\$40.50	\$51,030.00
9	P-401-1	BITUMINOUS SURFACE COURSE	TON	320	\$150.00	\$48,000.00	\$140.00	\$44,800.00
10	P-602-1	BITUMINOUS PRIME COAT	GAL	320	\$1.00	\$320.00	\$7.00	\$2,240.00
11	P-603-1	BITUMINOUS TACK COAT	GAL	140	\$1.00	\$140.00	\$6.00	\$840.00
12	P-620-5	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	300	\$1.00	\$300.00	\$2.50	\$750.00
13	P-620-6	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	200	\$1.50	\$300.00	\$3.00	\$600.00
14	P-620-12	TEMPORARY (YELLOW) TAXIWAY AND APRON MARKING (30% APPLICATION)	SF	200	\$1.00	\$200.00	\$3.00	\$600.00

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SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
15	T-904-1	SODDING	SY	1,900	\$2.75	\$5,225.00	\$4.50	\$8,550.00
16	T-905-1	ONSITE TOPSOIL FROM TURF STRIPPING'S PROCESSING AND PLACEMENT	CY	164	\$40.00	\$6,560.00	\$9.96	\$1,633.44
17	T-905-2	TURF STRIPPING – OFFSITE DISPOSAL	CY	160	\$15.00	\$2,400.00	\$25.00	\$4,000.00
18	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	100	\$11.00	\$1,100.00	\$28.00	\$2,800.00
19	L-108-5.2	HAND EXCAVATE MINIMUM 18" WIDE X 36" DEEP IN EARTH.	LF	100	\$15.00	\$1,500.00	\$47.00	\$4,700.00
20	L-108-5.3	SAW CUT AND HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT.	LF	100	\$29.00	\$2,900.00	\$40.00	\$4,000.00
21	L-108-5.4	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	10	\$200.00	\$2,000.00	\$400.00	\$4,000.00
22	L-108-5.5	10' ADDITIONAL GROUND ROD SECTIONS.	EA	10	\$90.00	\$900.00	\$190.00	\$1,900.00
23	L-108-5.6	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM	LF	2200	\$1.25	\$2,750.00	\$2.00	\$4,400.00
24	L-108-5.7	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK/MANHOLE SYSTEM	LF	4000	\$1.50	\$6,000.00	\$1.90	\$7,600.00
25	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE	LF	2150	\$7.50	\$16,125.00	\$7.00	\$15,050.00
26	L-110-5.2	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN NEW FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$10.00	\$500.00	\$20.00	\$1,000.00
27	L-110-5.3	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN EXISTING FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$15.00	\$750.00	\$30.00	\$1,500.00

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<b>SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS</b>					<b>ENGINEERS ESTIMATE</b>		<b>WEEKLEY ASPHALT PAVING, INC.</b>	
<b>ITEM #</b>	<b>SPEC. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
28	L-110-5.4	ONE 2" HDPE CONDUIT DIRECTIONAL BORED 48" DEEP BENEATH EXISTING FULL STRENGTH AND SHOULDER PAVEMENTS COMPLETE IN PLACE.	LF	600	\$25.00	\$15,000.00	\$23.00	\$13,800.00
29	L-110-5.6	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM AND EXTEND CIRCUIT.	EA	10	\$150.00	\$1,500.00	\$410.00	\$4,100.00
30	L-110-5.7	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2" CONDUIT, COMPLETE.	LF	80	\$25.00	\$2,000.00	\$38.00	\$3,040.00
31	L-115-5.1	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH.	EA	1	\$750.00	\$750.00	\$1,500.00	\$1,500.00
32	L-115-5.2	L-867 16" DIAMETER 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH.	EA	4	\$2,800.00	\$11,200.00	\$4,400.00	\$17,600.00
33	L-115-5.3	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH, COMPLETE	EA	28	\$150.00	\$4,200.00	\$200.00	\$5,600.00
34	L-115-5.4	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	5	\$200.00	\$1,000.00	\$275.00	\$1,375.00
35	L-125-5.1	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN IN EARTH.	EA	30	\$850.00	\$25,500.00	\$1,650.00	\$49,500.00
36	L-125-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	10	\$100.00	\$1,000.00	\$190.00	\$1,900.00
37	L-125-5.5	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00
38	L-125-5.6	INSTALLATION OF ALLOWANCE ACCOUNT ALCMS GRAPHIC UPDATES, COMPLETE.	LS	1	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
39	L-125-5.7	ALLOWANCE ACCOUNT: MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE.	ALL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
40	L-126-5.2	NEW SIZE 2, 3-4 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	1	\$5,100.00	\$5,100.00	\$6,000.00	\$6,000.00

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SCHEDULE A BASE BID - WIDEN TAXIWAYS F AND P4 FILLETS					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
41	L-126-5.3	NEW SIZE 2, 5-6 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	3	\$6,250.00	\$18,750.00	\$8,600.00	\$25,800.00
42	L-126-5.4	REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT, COMPLETE.	EA	5	\$500.00	\$2,500.00	\$900.00	\$4,500.00
43	L-126-5.5	INSTALLATION OF ALLOWANCE ACCOUNT SIGN PANELS IN EXISTING SIZE 2, 3 MODULE GUIDANCE SIGN.	EA	11	\$500.00	\$5,500.00	\$250.00	\$2,750.00
44	L-126-5.6	INSTALLATION OF ALLOWANCE ACCOUNT SIGN PANELS IN EXISTING SIZE 2, 4 MODULE GUIDANCE SIGN.	EA	3	\$525.00	\$1,575.00	\$400.00	\$1,200.00
45	L-126-5.7	ALLOWANCE ACCOUNT: NEW LUMACURVE SIGN PANELS FOR EXISTING LUMACURVE SIGNS PER SIGN SCHEDULE.	ALL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>SCHEDULE A BASE BID SUB-TOTAL:</b>						<b>\$318,095.00</b>	<b>\$612,607.24</b>	

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1		

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**SCHEDULE B BASE BID - RELOCATE CONNECTOR TAXIWAY B**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
1	P-100-1	MOBILIZATION	LS	1	\$40,500.00	\$40,500.00	\$140,000.00	\$140,000.00
2	P-101-1	BITUMINOUS PAVEMENT DEMOLITION	SY	1,100	\$16.00	\$17,600.00	\$8.60	\$9,460.00
3	P-101-2	2" NOMINAL COLD MILLING	SY	160	\$8.00	\$1,280.00	\$8.60	\$1,376.00
4	P-151-1	4" TURF STRIPPING	SY	5,700	\$2.00	\$11,400.00	\$4.57	\$26,049.00
5	P-152-1	UNCLASSIFIED EXCAVATION - DISPOSAL OFFSITE	CY	630	\$15.00	\$9,450.00	\$42.57	\$26,819.10
6	P-152-2	UNCLASSIFIED EXCAVATION - ONSITE	CY	1,445	\$15.00	\$21,675.00	\$35.10	\$50,719.50
7	P-156-1	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION AND SILTATION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,700.00	\$5,700.00
8	P-211-1	LIMEROCK BASE COURSE, 12" THICK	SY	1,850	\$22.00	\$40,700.00	\$40.50	\$74,925.00
9	P-401-1	BITUMINOUS SURFACE COURSE	TON	470	\$150.00	\$70,500.00	\$140.00	\$65,800.00
10	P-602-1	BITUMINOUS PRIME COAT	GAL	540	\$1.00	\$540.00	\$7.00	\$3,780.00
11	P-603-1	BITUMINOUS TACK COAT	GAL	200	\$1.00	\$200.00	\$6.00	\$1,200.00
12	P-620-5	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	1,550	\$1.00	\$1,550.00	\$1.00	\$1,550.00
13	P-620-6	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	840	\$1.50	\$1,260.00	\$2.00	\$1,680.00
14	P-620-12	TEMPORARY (YELLOW) TAXIWAY AND APRON MARKING (30% APPLICATION)	SF	840	\$1.00	\$840.00	\$2.00	\$1,680.00
15	T-904-1	SODDING	SY	5,150	\$2.75	\$14,162.50	\$4.50	\$23,175.00
16	T-905-1	ONSITE TOPSOIL FROM TURF STRIPPING'S PROCESSING AND PLACEMENT	CY	435.00	\$40.00	\$17,400.00	\$28.00	\$12,180.00

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**SCHEDULE B BASE BID - RELOCATE CONNECTOR TAXIWAY B**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
17	T-905-2	TURF STRIPPING – OFFSITE DISPOSAL	CY	200	\$15.00	\$3,000.00	\$34.00	\$6,800.00
18	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	100	\$11.00	\$1,100.00	\$38.00	\$3,800.00
19	L-108-5.2	HAND EXCAVATE MINIMUM 18" WIDE X 36" DEEP IN EARTH.	LF	100	\$15.00	\$1,500.00	\$49.00	\$4,900.00
20	L-108-5.3	SAW CUT AND HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT.	LF	100	\$29.00	\$2,900.00	\$43.00	\$4,300.00
21	L-108-5.4	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	10	\$200.00	\$2,000.00	\$400.00	\$4,000.00
22	L-108-5.5	10' ADDITIONAL GROUND ROD SECTIONS.	EA	10	\$90.00	\$900.00	\$250.00	\$2,500.00
23	L-108-5.6	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM	LF	1800	\$1.25	\$2,250.00	\$2.00	\$3,600.00
24	L-108-5.7	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK/MANHOLE SYSTEM	LF	3000	\$1.50	\$4,500.00	\$2.00	\$6,000.00
25	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE	LF	1700	\$7.50	\$12,750.00	\$6.70	\$11,390.00
26	L-110-5.2	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN NEW FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$10.00	\$500.00	\$20.00	\$1,000.00
27	L-110-5.3	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN EXISTING FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$15.00	\$750.00	\$30.00	\$1,500.00
28	L-110-5.4	ONE 2" HDPE CONDUIT DIRECTIONAL BORED 48" DEEP BENEATH EXISTING FULL STRENGTH AND SHOULDER PAVEMENTS COMPLETE IN PLACE.	LF	400	\$25.00	\$10,000.00	\$29.00	\$11,600.00
29	L-110-5.5	ONE FAA 4" SCHEDULE 40 PVC CONCRETE ENCASED SPLIT DUCT IN EARTH/NEW FULL STRENGTH PAVEMENT.	LF	25	\$25.00	\$625.00	\$33.00	\$825.00
30	L-110-5.6	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM AND EXTEND CIRCUIT.	EA	10	\$150.00	\$1,500.00	\$440.00	\$4,400.00
31	L-110-5.7	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2" CONDUIT, COMPLETE.	LF	175	\$25.00	\$4,375.00	\$35.00	\$6,125.00
32	L-115-5.1	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH.	EA	1	\$750.00	\$750.00	\$1,320.00	\$1,320.00

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**SCHEDULE B BASE BID - RELOCATE CONNECTOR TAXIWAY B**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
33	L-115-5.2	L-867 16" DIAMETER 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH.	EA	2	\$2,800.00	\$5,600.00	\$4,300.00	\$8,600.00
34	L-115-5.3	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH, COMPLETE	EA	20	\$150.00	\$3,000.00	\$200.00	\$4,000.00
35	L-115-5.4	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	5	\$200.00	\$1,000.00	\$270.00	\$1,350.00
36	L-125-5.1	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN IN EARTH.	EA	26	\$850.00	\$22,100.00	\$1,600.00	\$41,600.00
37	L-125-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	10	\$100.00	\$1,000.00	\$180.00	\$1,800.00
38	L-125-5.5	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
39	L-126-5.1	NEW SIZE 2, 1-2 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	2	\$4,600.00	\$9,200.00	\$6,600.00	\$13,200.00
40	L-126-5.2	NEW SIZE 2, 3-4 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	3	\$5,100.00	\$15,300.00	\$7,950.00	\$23,850.00
41	L-126-5.3	NEW SIZE 2, 5-6 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	2	\$6,250.00	\$12,500.00	\$9,900.00	\$19,800.00
42	L-126-5.4	REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT, COMPLETE.	EA	6	\$500.00	\$3,000.00	\$900.00	\$5,400.00

**SCHEDULE B BASE BID SUB-TOTAL:**

**\$378,157.50**

**\$643,753.60**

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1		

**BOCA RATON AIRPORT AUTHORITY  
2018 AIRFIELD IMPROVEMENTS PROJECT  
FDOT FIN PROJ. 437954-1, 437956-1 437982-1**

**SCHEDULE C BASE BID - REPLACE RUNWAY 5-23 PAPI EQUIPMENT**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
1	P-100-1	MOBILIZATION	LS	1	\$7,600.00	\$7,600.00	\$69,900.00	\$69,900.00
2	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	50	\$11.00	\$550.00	\$39.00	\$1,950.00
3	L-108-5.2	HAND EXCAVATE MINIMUM 18" WIDE X 36" DEEP IN EARTH.	LF	50	\$15.00	\$750.00	\$55.00	\$2,750.00
4	L-108-5.4	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	4	\$200.00	\$800.00	\$425.00	\$1,700.00
5	L-108-5.5	10' ADDITIONAL GROUND ROD SECTIONS.	EA	4	\$90.00	\$360.00	\$250.00	\$1,000.00
6	L-108-5.6	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM	LF	100	\$1.25	\$125.00	\$3.00	\$300.00
7	L-108-5.7	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK/MANHOLE SYSTEM	LF	1200	\$1.50	\$1,800.00	\$2.50	\$3,000.00
8	L-108-5.8	#8, XHHW EQUIPMENT GROUND CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK/MANHOLE SYSTEM.	LF	400	\$1.50	\$600.00	\$2.50	\$1,000.00
9	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE	LF	100	\$7.50	\$750.00	\$10.00	\$1,000.00
10	L-110-5.6	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM AND EXTEND CIRCUIT.	EA	5	\$150.00	\$750.00	\$500.00	\$2,500.00
11	L-115-5.4	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	5	\$200.00	\$1,000.00	\$270.00	\$1,350.00
12	L-125-5.2	REMOVE EXISTING PAPI EQUIPMENT AND PEDESTALS, COMPLETE.	EA	2	\$1,000.00	\$2,000.00	\$2,400.00	\$4,800.00
13	L-125-5.3	INSTALLATION OF ALLOWANCE ACCOUNT RUNWAY 4 BOX L-880(L), PAPI LED SYSTEM (VOLTAGE DRIVEN) ON EXISTING CONCRETE BASE WITH A NEW CONCRETE MAINTENANCE PAD, COMPLETE.	LS	2	\$12,000.00	\$24,000.00	\$11,300.00	\$22,600.00
14	L-125-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	5	\$100.00	\$500.00	\$200.00	\$1,000.00
15	L-125-5.5	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00

BOCA RATON AIRPORT AUTHORITY  
 2018 AIRFIELD IMPROVEMENTS PROJECT  
 FDOT FIN PROJ. 437954-1, 437956-1 437982-1

**SCHEDULE C BASE BID - REPLACE RUNWAY 5-23 PAPI EQUIPMENT**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
16	L-125-5.8	ALLOWANCE ACCOUNT: TWO NEW RUNWAY 4 BOX L-880(L), STYLE A, PAPI LED SYSTEM (VOLTAGE DRIVEN), COMPLETE.	ALL	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
<b>SCHEDULE C SUB-TOTAL:</b>						<b>\$83,585.00</b>	<b>\$158,350.00</b>	

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1		

**BOCA RATON AIRPORT AUTHORITY  
2018 AIRFIELD IMPROVEMENTS PROJECT  
FDOT FIN PROJ. 437954-1, 437956-1 437982-1**

**SCHEDULE D BASE BID - REJUVENATE AND REMARK RUNWAY 5-23**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
1	P-100-1	MOBILIZATION	LS	1	\$83,400.00	\$83,400.00	\$165,000.00	\$165,000.00
2	P-608-1	ASPHALT SURFACE TREATMENT	SY	105,000	\$2.00	\$210,000.00	\$2.23	\$234,150.00
3	P-608-2	RUNWAY AND HIGH SPEED EXIT TAXIWAY FRICTION TESTING	LS	1	\$7,500.00	\$7,500.00	\$11,400.00	\$11,400.00
4	P-620-1	RUBBER REMOVAL	SF	112,000	\$0.30	\$33,600.00	\$0.20	\$22,400.00
5	P-620-2	PAVEMENT MARKING REMOVAL	SF	136,800	\$1.20	\$164,160.00	\$1.90	\$259,920.00
6	P-620-3	NON-REFLECTIVE (BLACK) RUNWAY MARKING (100% APPLICATION)	SF	38,000	\$1.00	\$38,000.00	\$0.60	\$22,800.00
7	P-620-4	REFLECTIVE (WHITE) RUNWAY MARKING (100% APPLICATION)	SF	93,800	\$1.50	\$140,700.00	\$1.60	\$150,080.00
8	P-620-5	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	3,300	\$1.00	\$3,300.00	\$1.50	\$4,950.00
9	P-620-6	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	1,700	\$1.50	\$2,550.00	\$2.50	\$4,250.00
10	P-620-11	TEMPORARY (WHITE) RUNWAY MARKING (30% APPLICATION)	SF	93,800	\$1.00	\$93,800.00	\$1.70	\$159,460.00
11	P-620-12	TEMPORARY (YELLOW) TAXIWAY AND APRON MARKING (30% APPLICATION)	SF	1,700	\$1.00	\$1,700.00	\$1.50	\$2,550.00
<b>SCHEDULE D BASE BID SUB-TOTAL:</b>						<b>\$778,710.00</b>		<b>\$1,036,960.00</b>

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1		

**BOCA RATON AIRPORT AUTHORITY  
2018 AIRFIELD IMPROVEMENTS PROJECT  
FDOT FIN PROJ. 437954-1, 437956-1 437982-1**

ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P-100-1	MOBILIZATION	LS	1	\$15,400.00	\$15,400.00	\$110,000.00	\$110,000.00
2	P-101-1	BITUMINOUS PAVEMENT DEMOLITION	SY	950	\$16.00	\$15,200.00	\$6.50	\$6,175.00
3	P-101-2	2" NOMINAL DEPTH COLD MILLING	SY	150	\$8.00	\$1,200.00	\$15.00	\$2,250.00
4	P-151-1	4" TURF STRIPPING	SY	5,210	\$2.00	\$10,420.00	\$4.57	\$23,809.70
5	P-152-1	UNCLASSIFIED EXCAVATION - DISPOSAL OFFSITE	CY	405	\$15.00	\$6,075.00	\$35.85	\$14,519.25
6	P-152-2	UNCLASSIFIED EXCAVATION - ONSITE	CY	1,185	\$15.00	\$17,775.00	\$39.55	\$46,866.75
7	P-156-1	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION AND SILTATION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
8	P-211-1	LIMEROCK BASE COURSE, 12" THICK	SY	1,850	\$22.00	\$40,700.00	\$40.50	\$74,925.00
9	P-401-1	BITUMINOUS SURFACE COURSE	TON	470	\$150.00	\$70,500.00	\$140.00	\$65,800.00
10	P-602-1	BITUMINOUS PRIME COAT	GAL	540	\$1.00	\$540.00	\$7.00	\$3,780.00
11	P-603-1	BITUMINOUS TACK COAT	GAL	200	\$1.00	\$200.00	\$6.00	\$1,200.00
12	P-608-3	ASPHALT SURFACE TREATMENT (REMOVED FROM SCHEDULE D FOR EXISTING TAXIWAY C WORK )	SY	-950	\$2.00	(\$1,900.00)	\$2.23	(\$2,118.50)
13	P-620-5	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	1,550	\$1.00	\$1,550.00	\$0.75	\$1,162.50
14	P-620-6	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	840	\$1.50	\$1,260.00	\$2.00	\$1,680.00
15	P-620-7	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION) (REMOVED FROM SCHEDULE D FOR EXISTING TAXIWAY C WORK)	SF	-1,150	\$1.00	(\$1,150.00)	\$0.70	(\$805.00)

**BOCA RATON AIRPORT AUTHORITY  
2018 AIRFIELD IMPROVEMENTS PROJECT  
FDOT FIN PROJ. 437954-1, 437956-1 437982-1**

<b>ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C</b>					<b>ENGINEERS ESTIMATE</b>		<b>WEEKLEY ASPHALT PAVING, INC.</b>	
<b>ITEM #</b>	<b>SPEC. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
16	P-620-8	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION) (REMOVED FROM SCHEDULE D FOR EXISTING TAXIWAY C WORK)-	SF	-720	\$1.50	(\$1,080.00)	\$1.60	(\$1,152.00)
17	P-620-9	PAVEMENT MARKING REMOVAL (REMOVED FROM SCHEDULE D FOR EXISTING TAXIWAY C WORK)	SF	-1,870	\$1.20	(\$2,244.00)	\$1.90	(\$3,553.00)
18	P-620-12	TEMPORARY (YELLOW) TAXIWAY AND APRON MARKING (30% APPLICATION)	SF	840	\$1.00	\$840.00	\$2.50	\$2,100.00
19	T-904-1	SODDING	SY	4,500	\$2.75	\$12,375.00	\$4.50	\$20,250.00
20	T-905-1	ONSITE TOPSOIL FROM TURF STRIPPING'S PROCESSING AND PLACEMENT	CY	380	\$40.00	\$15,200.00	\$9.96	\$3,784.80
21	T-905-2	TURF STRIPPING – OFFSITE DISPOSAL	CY	200	\$15.00	\$3,000.00	\$25.00	\$5,000.00
22	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	100	\$11.00	\$1,100.00	\$30.00	\$3,000.00
23	L-108-5.2	HAND EXCAVATE MINIMUM 18" WIDE X 36" DEEP IN EARTH.	LF	100	\$15.00	\$1,500.00	\$50.00	\$5,000.00
24	L-108-5.3	SAW CUT AND HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT.	LF	100	\$29.00	\$2,900.00	\$40.00	\$4,000.00
25	L-108-5.4	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	10	\$200.00	\$2,000.00	\$390.00	\$3,900.00
26	L-108-5.5	10' ADDITIONAL GROUND ROD SECTIONS.	EA	10	\$90.00	\$900.00	\$200.00	\$2,000.00
27	L-108-5.6	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM	LF	1800	\$1.25	\$2,250.00	\$2.20	\$3,960.00
28	L-108-5.7	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK/MANHOLE SYSTEM	LF	3000	\$1.50	\$4,500.00	\$2.00	\$6,000.00
29	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE	LF	1700	\$7.50	\$12,750.00	\$7.25	\$12,325.00
30	L-110-5.2	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN NEW FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$10.00	\$500.00	\$24.00	\$1,200.00
31	L-110-5.3	ONE 2" SCHEDULE 40 PVC CONDUIT INSTALLED IN EXISTING FULL STRENGTH PAVEMENT COMPLETE IN PLACE.	LF	50	\$15.00	\$750.00	\$30.00	\$1,500.00

**BOCA RATON AIRPORT AUTHORITY  
2018 AIRFIELD IMPROVEMENTS PROJECT  
FDOT FIN PROJ. 437954-1, 437956-1 437982-1**

<b>ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C</b>					<b>ENGINEERS ESTIMATE</b>		<b>WEEKLEY ASPHALT PAVING, INC.</b>	
<b>ITEM #</b>	<b>SPEC. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
32	L-110-5.4	ONE 2" HDPE CONDUIT DIRECTIONAL BORED 48" DEEP BENEATH EXISTING FULL STRENGTH AND SHOULDER PAVEMENTS COMPLETE IN PLACE.	LF	400	\$25.00	\$10,000.00	\$30.00	\$12,000.00
33	L-110-5.5	ONE FAA 4" SCHEDULE 40 PVC CONCRETE ENCASED SPLIT DUCT IN EARTH/NEW FULL STRENGTH PAVEMENT.	LF	25	\$25.00	\$625.00	\$32.00	\$800.00
34	L-110-5.6	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM AND EXTEND CIRCUIT.	EA	10	\$150.00	\$1,500.00	\$420.00	\$4,200.00
35	L-110-5.7	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2" CONDUIT, COMPLETE.	LF	175	\$25.00	\$4,375.00	\$38.00	\$6,650.00
36	L-115-5.1	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH.	EA	1	\$750.00	\$750.00	\$1,600.00	\$1,600.00
37	L-115-5.2	L-867 16" DIAMETER 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH.	EA	2	\$2,800.00	\$5,600.00	\$4,300.00	\$8,600.00
38	L-115-5.3	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH, COMPLETE	EA	19	\$150.00	\$2,850.00	\$210.00	\$3,990.00
39	L-115-5.4	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	5	\$200.00	\$1,000.00	\$250.00	\$1,250.00
40	L-125-5.1	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN IN EARTH.	EA	23	\$850.00	\$19,550.00	\$1,600.00	\$36,800.00
41	L-125-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	10	\$100.00	\$1,000.00	\$160.00	\$1,600.00
42	L-125-5.5	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
43	L-126-5.1	NEW SIZE 2, 1-2 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	2	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
44	L-126-5.2	NEW SIZE 2, 3-4 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	2	\$5,100.00	\$10,200.00	\$7,800.00	\$15,600.00
45	L-126-5.3	NEW SIZE 2, 5-6 CHARACTER, LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH COMPLETE.	EA	2	\$6,250.00	\$12,500.00	\$10,300.00	\$20,600.00

BOCA RATON AIRPORT AUTHORITY  
 2018 AIRFIELD IMPROVEMENTS PROJECT  
 FDOT FIN PROJ. 437954-1, 437956-1 437982-1

**ADDITIVE BID 1 - RELOCATE CONNECTOR TAXIWAY C**

					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY				
46	L-126-5.4	REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT, COMPLETE.	EA	6	\$500.00	\$3,000.00	\$900.00	\$5,400.00
<b>ADDITIVE BID 1 SUB-TOTAL:</b>						<b>\$324,161.00</b>	<b>\$559,149.50</b>	

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1	20	The Extended Price on the Contractors Bid Form was off by \$0.80. However, the Contractor calculated the Total Price for the Schedule correctly.

BOCA RATON AIRPORT AUTHORITY  
 2018 AIRFIELD IMPROVEMENTS PROJECT  
 FDOT FIN PROJ. 437954-1, 437956-1 437982-1

ADDITIVE BID 2 - REJUVENATE AND REMARK TAXIWAY P AND CONNECTORS					ENGINEERS ESTIMATE		WEEKLEY ASPHALT PAVING, INC.	
ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P-100-1	MOBILIZATION	LS	1	\$9,000.00	\$9,000.00	\$63,000.00	\$63,000.00
2	P-608-1	ASPHALT SURFACE TREATMENT	SY	50,800	\$2.00	\$101,600.00	\$2.25	\$114,300.00
3	P-620-2	PAVEMENT MARKING REMOVAL	SF	28,930	\$1.20	\$34,716.00	\$2.00	\$57,860.00
4	P-620-5	NON-REFLECTIVE (BLACK) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	18,850	\$1.00	\$18,850.00	\$0.95	\$17,907.50
5	P-620-6	REFLECTIVE (YELLOW) TAXIWAY AND APRON MARKING (100% APPLICATION)	SF	9,800	\$1.50	\$14,700.00	\$1.70	\$16,660.00
6	P-620-10	REFLECTIVE (WHITE) ROADWAY MARKING (100% APPLICATION)	SF	280	\$1.50	\$420.00	\$2.50	\$700.00
7	P-620-12	TEMPORARY (YELLOW) TAXIWAY AND APRON MARKING (30% APPLICATION)	SF	9,800	\$1.00	\$9,800.00	\$1.65	\$16,170.00
<b>ADDITIVE BID 2 SUB-TOTAL:</b>						<b>\$189,086.00</b>		<b>\$286,597.50</b>

**DISCREPANCIES ON BIDDER'S BIDFORMS:**

No.	Line Item No.	Description
1		

CONTRACT  
BETWEEN  
BOCA RATON AIRPORT AUTHORITY



and

\_\_\_\_\_| Weekley Asphalt Paving, Inc. \_\_\_\_\_|

for

2018 AIRFIELD IMPROVEMENTS – SCHEDULE D

BID/CONTRACT NO.: 2018-BRAA-05 |

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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 [ Weekley Asphalt Paving, Inc ] (the "CONTRACTOR"), for [ 2018 Airfield Improvements - Schedule D ] in the total amount of \$1,036,960.00 [ ].

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. 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.
- 1.22. 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 Schedule D of 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 a notice to proceed issued by the Contract Administrator. The notice to proceed shall be issued no later than October 1<sup>st</sup>, 2018.
- 3.2. Time is of the essence throughout this Contract. The Work shall be completed within a maximum 45 calendar days from the effective Notice to Proceed.
- 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. 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)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. ~~If the~~ 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 35<sup>th</sup> 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. 08-22-18 adopted on the [15th] day of August \_\_\_\_\_, 2018 \_\_\_\_\_, 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 _____, 2018

[If not incorporated sign below.]

BRAA REQUIRES FOUR (4) 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.

[ X ] 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 Airfield Pavement Rejuvenator Financial Project No. 437956-1.
- 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 current versions of 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.bocaaairport.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); backcharge 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 Year's 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
Veterans Day	November 12
Thanksgiving Day	November 22
Day After Thanksgiving	December 23
Christmas Day	December 25



# Memo

To: Mitchell Fogel, Chair and Board Members  
From: Clara Bennett, Executive Director  
Date: August 15, 2018  
RE: **BRAA Fiscal Year 2019 Operating and Capital Budget**

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## **AGENDA ITEM – IX - C**

Secretary/Treasurer Mr. Randy Nobles and Airport Management will present the proposed Annual Operating and Capital Budget for Fiscal Year 2019.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 08-23-18**

**A Resolution of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Annual Operating and Capital Budget for Fiscal Year 2019**

**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 the Annual Operating and Capital Budget for Fiscal Year 2019 (October 1, 2018 through September 30, 2019) (the "FY2019 Budget"), in accordance to applicable requirements of the State of Florida; and

**WHEREAS**, the Boca Raton Airport Authority finds it to be in the public's interest to adopt the FY2019 Budget, which is attached hereto as Exhibit "A."

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 15th DAY OF AUGUST 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 FY2019 Budget.**
- 3. The Chair or Vice-Chair of the Authority is hereby authorized to execute Resolution Number 08-23-18.**
- 4. This Resolution Number 08-23-18 shall take effect upon adoption.**

**ADOPTED** by the Boca Raton Airport Authority, this 15th day of August 2018.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**Randy Nobles  
Secretary & Treasurer**

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**Mitchell Fogel  
Chair**

BOCA RATON AIRPORT AUTHORITY

# OPERATING AND CAPITAL BUDGETS



 BOCA RATON  
AIRPORT

FISCAL YEAR  
**2019**



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# Boca Raton Airport Authority

## Executive Summary

As required in the Special Act, the Airport Authority adopts an operating and capital budget by September 30<sup>th</sup> of each year. The 2019 Operating, Capital Outlay, and Capital Improvement Plan Budgets cover the operation, maintenance, and improvement costs necessary to operate the Boca Raton Airport and construct planned infrastructure projects.

The Airport Authority sustains the Airport's operations by generating revenue from land leases and fuel fees. The Operating and Capital Budgets for FY 2019 reflect an increase in revenues resulting from expected sustained economic activity and growth in business and recreational activity in the local area, which will continue to boost fuel sales.

Total budgeted operating revenues are expected to total \$4,124,425. This is an increase of \$424,990 or 11.5% compared with the 2018 budget and a \$97,102 or 2.4% increase compared with current year projected.

The majority of Airport revenue, an estimated 49%, is expected to be generated by non-aviation leases with Boomers, Cinemark, and City Furniture. Aviation land rent and fuel flowage fees make up 26% and 16% of total revenue respectively, generated by the Atlantic Aviation and Boca Aircraft Owners leases and the Signature Flight Support sublease with Premier Aviation.

The BRAA opened the US Customs and Border Protection Facility in May 2018. The BRAA is responsible for all maintenance and operating costs of the facility and must reimburse the federal government for all staffing and data processing costs. Service is provided on a user fee basis to help the Authority offset these costs.

Total operating expenses before depreciation are budgeted at \$3,185,957. This is an increase of \$137,022 or 4.5% over current year budget and \$672,207 or 26.7% compared with 2018 projected. The majority of this increase is attributable to grant reimbursable, project-related expenses and expenses required for the operation of the Customs Facility.

Based on anticipated revenues of \$4,124,425 and proposed expenses before depreciation of \$3,185,957, operating income before depreciation is budgeted at \$938,468. This is \$287,968 or 44.3% more than current year budget and \$575,105 or 38.0% less than current year projections.

The 2019 Operating Budget also includes \$405,932 in non-operating revenue from grant reimbursements. The resulting income before capital contributions from operating and non-operating revenue minus expenses, not including depreciation, would total \$1,344,401 in 2019.

## 2018 Budget vs. 2019 Proposed Budget

	2018 Budget	2019 Proposed Budget	Change from Prior Year	
<b>Total Operating Revenues</b>	\$3,699,435	\$4,124,425	\$424,990	11.5%
<b>Total Operating Expenses</b>	\$3,048,935	\$3,185,957	\$137,022	4.5%
<b>Operating Income Before Depreciation</b>	\$650,500	\$938,468	\$287,968	44.3%

## 2018 Projected vs. 2019 Proposed Budget

	2018 Projected	2019 Proposed Budget	Change from Prior Year	
<b>Total Operating Revenues</b>	\$4,027,323	\$4,124,425	\$97,102	2.4%
<b>Total Operating Expenses</b>	\$2,513,749	\$3,185,957	\$672,207	26.7%
<b>Operating Income Before Depreciation</b>	\$1,513,573	\$938,468	\$(575,105)	-38.0%

The 2019 Capital Improvement Plan Budget includes projects totaling \$1,400,000. FAA and FDOT grant contributions are projected to total \$1,060,000. The Airport Authority contribution is projected to total \$340,000.

The proposed Fiscal Year 2019 Budget includes capital outlays of \$62,500 for the replacement of an airport vehicle that was included in the 2018 budget but deferred and purchase of airfield operations equipment.

Based on the proposed Fiscal Year 2019 Operating, Capital Outlay, and Capital Improvement Plan Budgets, the projected Airport Reserve Balance is \$8,614,591.

A summary of Key Business Objectives completed in 2018 and Business Objectives planned for 2019 is also included in the budget report.

## Management Recommendation

On behalf of Boca Raton Airport Management, I respectfully present the Fiscal Year 2019 Operating, Capital Outlay, and Capital Improvement Plan Budgets.

Clara Bennett  
Executive Director  
August 15, 2018

## Introduction

The Boca Raton Airport (BCT) is publicly-owned by the State of Florida and is designated as a general aviation transport facility, serving the corporate, recreational, and flight training needs of the region. It is located on 220 acres in Boca Raton off of I-95, between Spanish River Boulevard and Glades Road. The Airport's runway 5-23 is 6,276 feet long and 150 feet wide.

BCT is home to approximately 270 based aircraft and has an estimated \$173 million economic impact on the local economy annually. The Airport is also home to more than 50 aviation and non-aviation businesses employing over 1,400 people.

### The Boca Raton Airport Authority

Boca Raton Airport is operated by the Boca Raton Airport Authority (BRAA), a seven-member Board established by the Florida Legislature as an Independent Special District that is not part of any other unit of local government. Five members are appointed by the Boca Raton City Council and two are appointed by the Palm Beach County Commission. Each Board member serves a term of two years.

The BRAA was established to operate, maintain, and develop the Boca Raton Airport in a safe, professional manner; enhance services and facilities available to the Airport's tenants and users; improve the Airport's relationship with surrounding communities; eliminate financial subsidies by local taxpayers and the Board of Trustees; and limit the potential for operational liability by the State of Florida.

BRAA developed a Strategic Business Plan that articulated the Airport's mission to be a world class public use general aviation facility that benefits our growing business and regional communities. Its mission is to operate a first-class public use general aviation facility dedicated to embracing its core values; promoting safety, efficiency, and environmental excellence; and advancing aeronautical and economic benefits to our business and regional communities.

The Airport's Strategic Goals are to:

1. Effectively Operate in a Changing Government Environment
2. Enhance Financial Performance
3. Strengthen Community Relations
4. Mitigate Noise Impacts
5. Explore Land Opportunities

The Airport Authority Board held a Visioning Workshop in January 2016 that affirmed these goals and outlined objectives to meet short-term needs.

## Boca Raton Airport

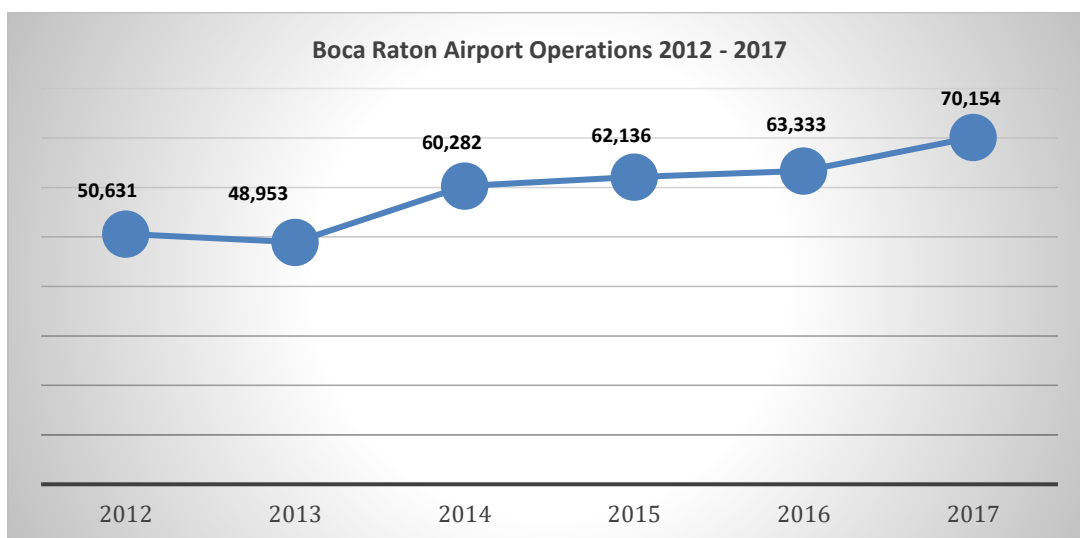
The Airport Authority sustains the Airport's operations by generating revenue from land leases and fuel fees, requiring no funding from property taxes or general funds of local governments. Operating surpluses are reinvested in improvements included in the Airport Capital Improvement Program and are used to match FAA Airport Improvement Program and Florida Department of Transportation Aviation Work Program grants.

BCT is categorized as a general aviation reliever airport by the Federal Aviation Administration. Reliever airports are designated by the FAA to relieve congestion at commercial service airports and to provide improved general aviation access to the overall community.

In May 2012, the FAA released an 18-month study titled General Aviation Airports: A National Asset. This study highlights the role general aviation airports play in the aviation system and in meeting important social and community needs. The study also aligned the GA airports into four categories – national, regional, local, and basic – based on their existing activity levels and number and types of based aircraft. Boca Raton Airport was identified as a national airport, meaning that it serves national and global markets with very high activity levels by jets and multiengine propeller aircraft. National airports serve the community by providing a broad spectrum of services including emergency preparedness and response, critical community access, all types of aviation functions, commercial industrial and economic activities, and connectivity to major destinations and special events.

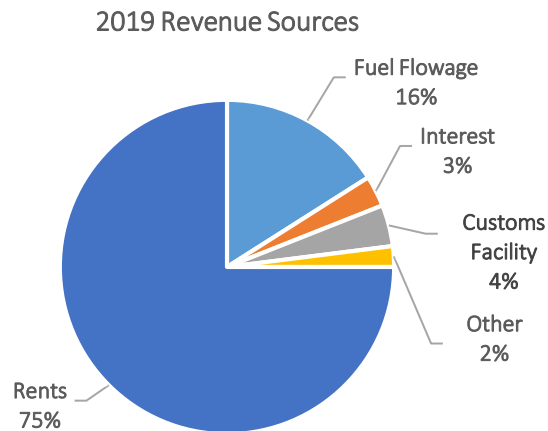
## Air Traffic Activity

Airport traffic increased by 11% in 2017 compared with 2016 for a total of 70,154 takeoffs and landings. This has been a consistent trend for the past four years as a result of improved economic activity. Operations are expected to continue to increase in 2019 as air traffic related to local business and leisure activity continues to increase and with anticipated Presidential visits during the winter months.



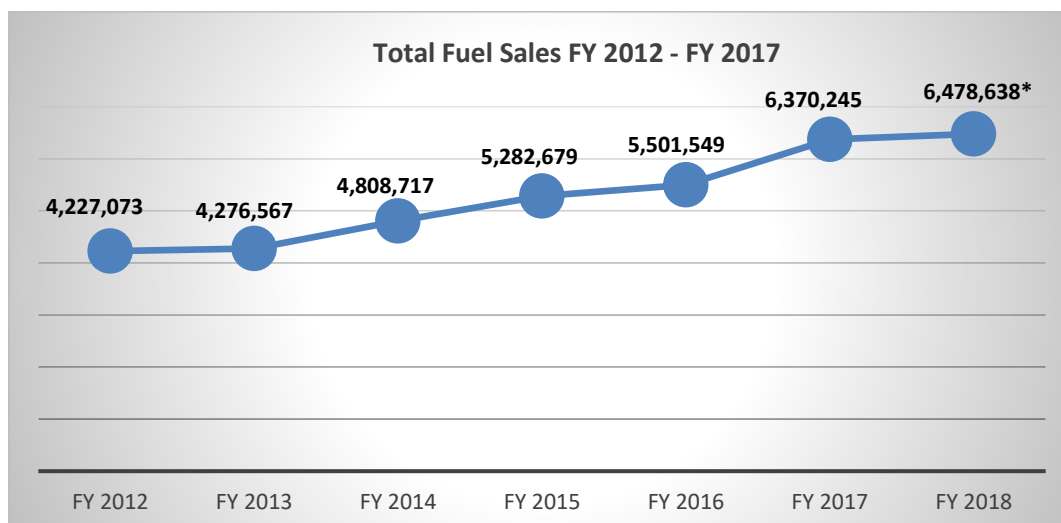
## Major Sources of Revenue

The majority of Airport revenues, approximately 75%, are generated by the Authority's six land leases: Atlantic Aviation, Premier Aviation, Boca Aircraft Owners, Boomers, Cinemark and City Furniture. Fuel flowage fees make up the second largest source of revenue at approximately 16% of total revenue. Other sources include hangar rents, interest income, and rental car fees. The Airport Authority is also planning for revenue generated from the first full year of operation of the US Customs Facility in 2019. These revenues will help offset operating costs of the facility.

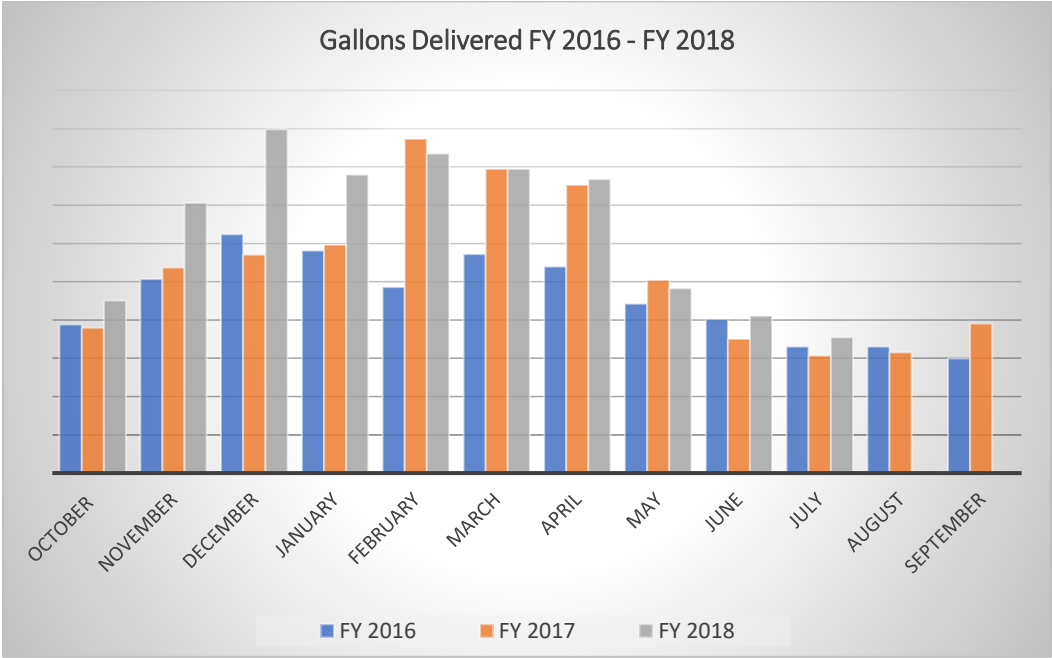


## Fuel Sales

Fuel sales totaled 6,478,638 in fiscal year 2018 through July 2018 compared with 6,370,245 for the 12 months of fiscal year 2017. The increase in fuel sales volume is attributable to increased demand during Q2 and Q3 resulting from positive economic conditions and the Presidential TFRs.



\* Through July 2018





# Budget Approach

## *Budget Process:*

As required in the Special Act, the Airport Authority adopts an operating and capital budget by September 30<sup>th</sup> of each year. The budget covers the operation, maintenance, and improvement costs necessary to operate the Boca Raton Airport and construct planned infrastructure projects.

In accordance with the Airport Authority's Bylaws, Airport Management prepares the annual budget based on a thorough analysis of anticipated operational, contractual, and programmatic needs for the coming year. Airport Management utilizes a zero-based budget approach in which each line item is evaluated on its own merit every year. Each department prepares individual line item requests by reviewing planned work goals and identifying resources necessary to achieve the Airport's strategic priorities, meet the day-to-day needs in operating the Airport, and implement the required Airport infrastructure improvements.

This structured process has built a culture of cost management as each team member strives to reduce costs and maximize efficiency while enhancing service levels for Airport tenants and the community.

## *Budget Overview:*

The Boca Raton Airport Authority functions as an enterprise fund in governmental accounting. Enterprise Funds function as business-like funds and provide goods or services to the general public for a fee, with the purpose of being self-supporting. In accordance with standards for Enterprise Funds and similar to businesses, the Authority's financial records are maintained on the full accrual basis of accounting and conform to accounting principles generally accepted in the United States. Enterprise Funds are also required to record expenses not normally recorded by general funds. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred and all assets and liabilities are included on the balance sheet.

Enterprise Funds distinguish operating revenue and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the fund's principal ongoing operations. The operating revenues of the Airport Authority primarily consist of rent and fuel flowage fees. Operating expenses include the cost of services, administrative expenses, and depreciation of capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenues and expenses.

Capital assets which include property, plant and equipment, and infrastructure assets such as pavement rehabilitation, the Blast Fence, Perimeter Road, and the EMAS System, are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

Depreciation is recorded using the straight-line method over the estimated useful life of the asset or, in the case of leasehold improvements, the shorter of useful life or lease term. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset’s useful life are not capitalized.

The 2019 budget reflects a 10% increase in depreciation compared with 2018. Below is a summary of 2019 budgeted depreciation by capital asset type. The categories showing zero are not being depreciated.

Buildings	\$342,051	21%
Infrastructure	\$825,936	50%
Machinery, Equipment, and Fixtures	\$187,468	11%
Leasehold Improvements	\$286,196	17%
Land Avigation Easement	\$-	0%
Avigation Easement	\$-	0%
Procurement Fee	\$-	0%
Projects In Progress	\$-	0%
<b>Total Depreciation</b>	<b>\$1,641,650</b>	



# Current Year Projected Actuals

## *Current Year Operating Revenues:*

Operating Revenues for the 2018 Fiscal Year (current year) are projected to total \$4,027,323. This is an increase of \$327,888 or 8.9% compared with 2018 budgeted revenues and a \$401,761 or 11.1% increase compared with 2017 (prior year) actual revenues

Some key areas comprising the overall increase in operating revenues in the current year are:

- Rent revenue increased by \$103,739 or 3.5% over prior year and \$44,162 or 1.5% compared with current year budget as a result of lease adjustments.
- Fuel Flowage Fees are up by \$259,870 or 46.1% over prior year and \$349,000 or 73.5% over current year budget primarily due the increased activity related to increased air traffic and the temporary flight restrictions.
- Interest Revenues are projected to total \$76,000, an increase of \$17,500 or 29.9% compared with budget and a 45.8% increase compared with 2017 actuals as a result of rising interest rates.
- Customs Facility revenue is projected at \$25,000, which is \$83,000 or 76.9% less than budget due to the delayed opening of the facility.

## *Current Year Operating Expenses:*

Operating Expenses before depreciation are projected to total \$2,513,749 at the end of Fiscal Year 2018. This is a 17.6% decrease compared with budget and a 5.3% increase compared with 2017 actuals.

Some key areas comprising the overall decrease in operating expenses in the current year compared to budget are:

- Personnel Expenses are down by \$37,456 or 3.8% compared with budget. This is as a result of a vacancy incurred during Q1.
- Professional Services are projected to decrease by 28.2% compared with budget and 35.2% compared with 2017 actuals as a result of reductions in legal expenses and consulting fees.
- Airport Operations and Maintenance expenses are projected to decrease by \$82,405 or 17.4% compared with budget as a result of reduced airfield repair costs.

- CBP Facility Expenses are down \$89,800 or 36.1% to budget, due to delayed opening of the facility.
- Insurance expenses are down by \$31,806 or 17.4% compared with budget as a result of reduced premiums and the decision to not purchase an insurance policy for the EMAS systems.
- Marketing and Special Events expenses are projected to increase by \$21,420 or 11.8% compared with budget due to special promotional activities related to the Airport's 70th Anniversary Celebration and the increased donation to the Civil Air Patrol.

Included in current year operating expenses are project expenses totaling \$219,495 associated with the SMS Gap Analysis, the 3700 Building Assessment, ATCT Rehabilitation Phase 2, and the Facilities Management Plan. These expenses are offset by FDOT Operating Grants, which fund 80% of the total project costs.

#### *Current Year Operating Income:*

The overall operating income (surplus of revenues minus expenses) before depreciation is projected to total \$1,513,573, which is \$863,073 or 132.7% higher than budgeted as a result of higher revenues from fuel flow fees and reduced operating expenses related to the timing of certain construction projects. Compared with 2017 actuals, operating income before depreciation is projected to increase by \$274,942 or 22.2%.

An additional \$175,596 is projected as non-operating revenue resulting from grant reimbursements for project expenses included in the operating budget. The resulting income before capital contributions, not including depreciation, totals an estimated \$1,689,169 in 2018.



# 2019 Proposed Budget

## *2019 Operating Revenues:*

Operating Revenues are expected to total \$4,124,425 in 2019. This is an increase of \$424,990 or 11.5% compared with current year budget and \$97,102 or 2.4% compared with current year projected. This budgeted increase in revenues is based on the following key assumptions:

- Budgeted rent revenue is expected to increase by \$78,240 or 2.6% compared with 2018 budget and \$34,078 or 1.1% compared with current year projected due to lease adjustments in accordance with lease terms.
- Fuel flow revenue is budgeted at \$700,000, an increase by \$225,000 or 47.4% compared with current year budget due to current trends in fuel sales.
- Customs Facility Revenue is budgeted at \$165,000, based on revenues collected during the first two months of operation.

## *2019 Operating Expenses:*

Operating expenses before depreciation for 2019 are budgeted at \$3,185,957. This is an increase of \$137,022 or 4.5% over current year budget and \$672,207 or 26.7% compared with year-end projections. This increase is attributable to grant reimbursable expenses for airport improvements and operation of the Customs facility for the first full year.

Expenses for the coming year are budgeted based on the following key assumptions:

- Personnel expenses are expected to increase by \$107,942 or 10.8% compared with budget and 15.2% compared with current year projected due to reduced attrition savings, the addition of a part time finance position, a 2.8% CPI salary adjustment, and a 5% rate increase in health insurance costs.
- Professional services are reduced by \$41,300 or 18.8% compared with the 2018 budget and increased by \$20,700 or 13.1% compared with 2018 projected to account for anticipated lease negotiations.
- Airport operations expenses are reduced by \$28,609 or 6.0% compared with 2018 budget to more accurately reflect actual expenses incurred in recent years.
- Insurance expense is decreased by \$29,981 or 16.4% compared with 2018 budget with the elimination of the EMAS insurance policy.

- Air Traffic Control Tower expenses are decreased by \$7,632 compared with current year budget.
- Customs facility expenses are budgeted at \$317,576 based on the required reimbursement to the federal government for the costs of the Customs Officer and data processing plus building operating costs.
- Marketing and Special Event expenses are expected to increase by \$1,622 compared with current year budget and decrease \$19,798 compared with current year projected as activities related to the 70<sup>th</sup> Anniversary Celebration wind down.
- Planning, design, and construction project expenses are budgeted at \$507,415. These projects are eligible for 80% reimbursement through Florida Department of Transportation grants.

*2019 Operating Income:*

Based on anticipated revenues and operating expenses, operating income before depreciation is budgeted at \$938,468, which is \$287,968 or 44.3% more than current year budget and \$575,105 or 38.0% less than current year projections.

# 2019 Proposed Operating Budget

	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Budget	Change from 2018 Projected	
<b>REVENUES SOURCES</b>						
Rent Revenue	\$2,925,533	\$2,985,111	\$3,029,273	\$3,063,351	\$34,078	1.1%
Fuel Flowage Fees	564,130	475,000	824,000	700,000	(124,000)	-15.0%
Interest Income	52,115	58,500	76,000	120,000	44,000	57.9%
Customs Facility Revenue	-	108,000	25,000	165,000	140,000	560.0%
Other Revenue	83,783	72,824	73,050	76,074	3,024	4.1%
<b>Total Revenue</b>	<b>3,625,562</b>	<b>3,699,435</b>	<b>4,027,323</b>	<b>4,124,425</b>	<b>97,102</b>	<b>2.4%</b>
<b>OPERATING EXPENSES</b>						
Personnel Expenses	900,246	996,778	959,323	1,104,721	145,398	15.2%
Professional Services	243,705	219,800	157,800	178,500	20,700	13.1%
Office Operating Expenses	229,555	241,679	234,449	248,985	14,536	6.2%
Airport Operations	406,629	474,820	392,415	446,211	53,795	13.7%
Insurance Expense	136,837	183,128	151,323	153,147	1,824	1.2%
ATCT Facility	44,285	54,432	37,867	46,800	8,933	23.6%
Customs Facility	120,750	248,478	158,678	317,576	158,898	100.1%
Marketing & Special Events Projects	150,346	180,980	202,400	182,602	(19,798)	-9.8%
Projects	154,577	448,839	219,495	507,415	287,920	131.2%
<b>Total Operating Expenses</b>	<b>2,386,930</b>	<b>3,048,935</b>	<b>2,513,749</b>	<b>3,185,957</b>	<b>672,207</b>	<b>26.7%</b>
<b>Total Operating Income Before Depreciation</b>	<b>1,238,631</b>	<b>650,500</b>	<b>1,513,573</b>	<b>938,468</b>	<b>(575,105)</b>	<b>-38.0%</b>
Depreciation	1,476,023	1,486,832	1,486,832	1,641,650	154,818	10.4%
<b>Net Operating Income/(Loss)</b>	<b>(237,392)</b>	<b>(836,332)</b>	<b>26,741</b>	<b>(703,182)</b>	<b>(729,923)</b>	<b>-2729.6%</b>
Non-Operating Revenues	123,662	359,071	175,596	405,932	230,336	131.2%
<b>Income before Capital Contributions</b>	<b>(113,730)</b>	<b>(477,261)</b>	<b>202,338</b>	<b>(297,250)</b>	<b>(499,587)</b>	<b>-246.9%</b>
Capital Contributions from State and Federal Grants	6,698,451	3,648,160	1,062,074	1,060,000	(2,074)	-0.2%
<b>Change in Net Position</b>	<b>\$6,584,721</b>	<b>\$3,170,899</b>	<b>\$1,264,412</b>	<b>\$762,750</b>	<b>\$(501,661)</b>	<b>-39.7%</b>

# 2019 Proposed Capital Outlays

The proposed Fiscal Year 2019 Budget includes capital outlays of \$62,500 for the replacement of an airport vehicle that was included in the 2018 budget but deferred. The cost of the vehicle replacement will be off-set by proceeds from the disposition of the asset. Airport Operations is also requesting to purchase a fueling trailer for use in filling standby generators at the electrical vault, Air Traffic Control Tower, Airport Administration Building, and the Customs facility and for fueling the incinerator at Customs. Also included is the purchase of fans for use in the maintenance bay and during special events.

## 2019 Proposed Capital Outlays

<b>Description</b>	<b>Proposed Budget</b>
Furniture & Fixtures	-
Airfield & Office Equipment	18,000
Information Systems Equipment	-
Airport Vehicles	44,500
<b>Total Capital Outlay</b>	<b>\$62,500</b>



# 2019 Proposed Capital Improvement Plan

The Capital Improvement Plan (CIP) for 2019 includes projects for improving Airport Road including planning, design, and construction of improvements to address road surface issues and enhance landscape, lighting, signage and pedestrian safety.

The CIP also includes design and construction of drainage improvements and Phase I implementation of a Geographic Information System.

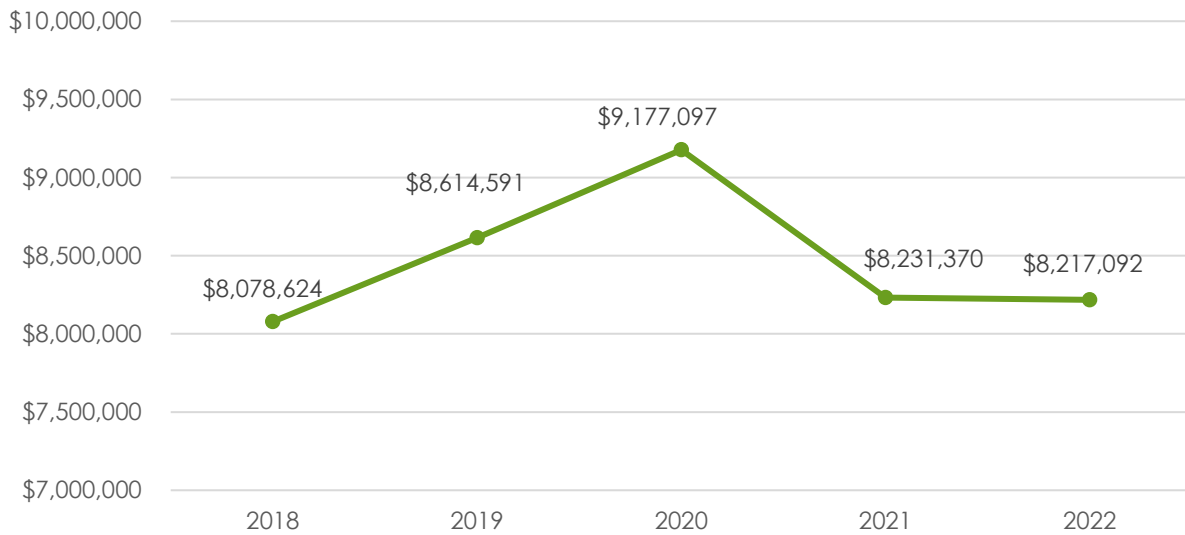
## Proposed Fiscal Year 2019 CIP

Description	FAA	FDOT	Local	Total
Storm Drainage System Upgrades	\$150,000	\$150,000	\$150,000	\$450,000
Geographic Information System Implementation (Phase 1)	-	80,000	20,000	100,000
Landside Lighting and Signage Replacement	-	400,000	100,000	500,000
Landside Beautification and Pedestrian Access Improvements	-	280,000	70,000	350,000
<b>Total</b>	<b>\$150,000</b>	<b>\$910,000</b>	<b>\$340,000</b>	<b>\$1,400,000</b>

# 2019 Projected Reserve Balance

Based on the proposed Fiscal Year 2019 Operating, Capital Outlay, and Capital Improvement Plan Budgets, the projected Airport Reserve Balance is \$8,614,591. This represents an increase of \$535,967 compared with Fiscal Year 2018 projected year-end balances.

### BRAA Projected Funds





# BRAA Business Objectives

The Airport Authority's Mission and Vision drive the Airport's Strategic Plan and identify five strategic focus areas that are used to align annual business objectives and actions. These strategic goals are:

## **Effectively Operate in a Changing Government Environment**

Prepare for and respond to changes in federal, state, and local governments.

## **Enhance Financial Performance**

The BRAA must sustain existing and create new revenue streams to maintain a positive cash flow. Additionally, the BRAA will continue to secure ongoing federal and state funding to support its Capital Improvement Program.

## **Strengthen Community Relations**

The BRAA must proactively serve and satisfy multiple stakeholder groups, each of which has unique interests in the Airport.

## **Mitigate Airport Noise Impacts**

The BRAA must continue to seek collaborative Airport noise solutions that positively affect stakeholders.

## **Explore Land Opportunities**

The BRAA has an immediate opportunity to explore land parcels that are directly adjacent to the Airport. Each parcel presents an opportunity for the BRAA to address existing and future user needs consistent with its vision.

## **People**

Additionally, with the support of the Airport Authority Board, Management has worked to create a culture of continuous improvement through an employee devolvement program that enhances efficiency, productivity, and accountability, reduces costs, and attracts and retains industry leaders.

## **Core Values**

The following Core Values guide the behavior and decision-making process of the BRAA:

### **Integrity**

*Do the right thing*

### **Leadership**

*Shape a better future*

### **Quality**

*Demand safety, efficiency, and excellence*

### **Collaboration**

*Leverage collective ideas*

Airport Management develops business objectives to guide the organization each year. These business objectives are focused on the Authority's Strategic Goals of **Ensuring Operational Effectiveness and Efficiency, Enhancing Financial Performance, Strengthening Community Relations, Mitigating Airport Noise Impacts, Maximizing Land Opportunities**, and developing its **People**.

## Review of Key 2018 Business Objectives

### *Ensuring Operational Effectiveness and Efficiency*

**Ground Access Improvements** – Airport Management held a kick off meeting in December 2017 as part of the multi-phase multi-year rehabilitation and rebranding of Airport Road. Management secured approximately \$1.8 million in grant funding in the current fiscal year and an additional \$850,000 is anticipated next fiscal year. Coordination meetings with the City of Boca Raton, the Transportation Planning Agency (TPA) and FPL were held in the Spring. Additionally, the initial design plans for the undergrounding of overhead powerlines were completed in the Q4.

**Taxiways Papa 4, Charlie, and Foxtrot Widening** – Airport Management secured a grant for the taxiway widening project in November 2017. During the design phase of the project it was determined that the taxiways would need to be realigned due to new FAA design standards. Management is currently working to secure additional FAA funding to cover the increased scope and increased construction costs and will reevaluate the project based on available funding.

**Airfield Pavement Rejuvenator** – This project is designed to extend the useful life of the runway and replace markings to meet current FAA standards. A recommendation for contract award for this work will be presented at the August Airport Authority Board Meeting.

**Air Traffic Control Tower Rehabilitation – Phase II** – Design for replacement of the cab windows and new carpet and cabinetry was completed in Q2. A request for additional grant funding was submitted to FDOT based on revised cost estimates related to the window replacement.

**Wildlife Management Plan** – A final draft Wildlife Hazard Management Plan was completed in Q4. The Plan presents recommendations and procedures to reduce or eliminate wildlife hazards on and off the Airport. The final draft will be submitted to the FAA in September.

**Safety Management Systems (SMS) Gap Analysis** – An SMS Gap Analysis was conducted to evaluate measures required to implement a formal SMS program. Utilizing the template and recommendations that resulted from the study, Airport Operations has identified several strategic initiatives to further the safety mission of the Airport including software to actively track and manage risk.

**Emergency Response Planning** – The Airport continues to promote safety and preparedness initiatives. Hurricane, security, and emergency response plans were updated in Q1. Airport Management conducted airport response training with the Boca Raton Fire and Police Services departments. Joint staff and tenant CPR and fire extinguisher training classes were also held.

**Security Training** – Management continued quarterly Airport Security Training meetings throughout 2018. Recurrent training was conducted with the security guards covering radio procedures, emergency response, record keeping, airfield inspections and pilot-controlled lighting. Ramp security procedures were covered at tenant meetings. Management is also working with the Boca Raton Police Department to offer active shooter training in the first quarter of 2019.

**Security Gates** – A contract to replace gate operator equipment was awarded in July. Work will begin in Q4 and will be completed by the end of 2018.

**Perimeter Fencing** – Airport Operations conducted a survey of existing fencing conditions. Based on the results, signage has been replaced and upgraded. Sections of fence line have been identified for future improvements as part of a larger project. Regular condition surveys have been added to inspection procedures and will be conducted on an ongoing basis.

**Airport Security Plan** – Management conducted a biennial update to the Airport Security Plan in accordance with Florida Statutes. The plan was reviewed and accepted by FDOT in May 2018.

**Swale Management Plan** – Airport Operations is developing standard operating procedures (SOP) for stormwater/swale management. The system has been inspected and all outflows and storm drains have been cleared in order to restore water flow. The final SOP along with a regular inspection schedule will be completed in Q4.

**Lightning Protection** – Management worked with the Airport Consultant to evaluate the lightning protection systems at the Air Traffic Control Tower. After review, it was determined that the grounding system was adequate for the facility. Operations staff replaced UPS systems and added additional surge suppression devices as a precautionary measure.

**Ramp Permit Program** – A ramp permit program to designate vehicle access in specific tenant areas was developed in Q3. Roll out of the program to tenants will begin in Q4.

**Airport Layout Plan (ALP)** – An update to the ALP was completed and submitted to FAA for approval in Q3.

### *Enhancing Financial Performance*

**Clean Audit** – Airport Management engaged the Authority's external auditors Grau and Associates in a comprehensive review of the Authorities financial records, internal controls, investments, and State and Federal grants for the 2017 Fiscal Year. The Auditors completed their preliminary review in April and were on site in early May for a weeklong site visit. The final report included the Airport Authority's Fiscal Year 2017 Financial Statements, and both Federal and State Single Audits. The Fiscal Year 2017 Financial Report was accepted at the June Airport Authority Board meeting and contained no findings or recommendations to Management.

**Grant Funding** – Management secured approximately \$3.2 million in federal and state grants to plan, design, and construct airport improvements.

**Lease Review** – An internal review of all Airport leases, including lease terms, reversions, financial commitments for construction, rent adjustments and escalations, lease compliance, and sales tax is underway. Current lease data sheets will be consolidated into a comprehensive database that will serve as a reference guide. The review is ongoing with final database completion anticipated by the end of the Q4.

**Insurance Program** – A review of tenant and vendor insurance policies was conducted in Q2 to ensure compliance with Authority standards. A second review will take place in Q4. The semiannual reviews will be conducted moving forward.

**Inventory Tracking System** – Airport Management conducted an asset inventory and deployed serial tags to track capital inventory. Airport Operations also procured a parts inventory and tracking system that allows for efficient organization and reordering of common airfield parts and equipment.

**Facilities Management Plan** – This project was added after the start of the 2018 Fiscal Year. The Facilities Management Plan provides an inventory of existing conditions and needs, as well as a capital plan for investments related to the replacement of or improvements to existing Authority owned and controlled facilities and infrastructure. The inventory of existing conditions and future needs was completed in Q3 and detailed projection of costs in conjunction with the Airport’s 5-year Capital Improvement Plan was completed in Q4.

### *Strengthening Community Relations*

**US Customs Service** – The newly constructed U.S. Customs and Border Protection Facility began operations on May 31<sup>st</sup>. A number of programs were implemented to promote the new service. Specialized marketing initiatives were rolled out including press releases, media interviews, social media campaigns, and industry outreach.

**US Customs Grand Opening Celebration** – A Grand Opening Celebration was held on May 30<sup>th</sup>. Over 200 people attended and the event was highlighted with remarks from the Mayor of Boca Raton, the USCBP Director of Field Operations, and the Authority Chair. The event was covered by local, state, and national publications.

**Tenant Engagement** – The Authority held multiple tenant engagement events including an ice cream social, a back to school drive, CPR/first aid training, and regular tenant meetings related to airport issues. A Tenant Directory was added to the website to help promote based businesses.

**Corporate Identity and Community Engagement Program** – The Airport’s corporate identity and community engagement program continued to expand throughout the year. Several new materials were created including visitor information folders, new Airport tour videos, and event branding collateral. A year-long campaign was developed to commemorate the Airport’s 70<sup>th</sup> Anniversary as a public use facility. One key element was the City of Boca Raton’s Fabulous 4<sup>th</sup> attended by over 10,000 people, for which the Airport was the presenting sponsor. Several community service activities were conducted including Habitat for Humanity builds, a Toys for Tots toy drive, and two 5K Runs.

**Educational Partnerships** – Airport Management continued its outreach to area schools throughout the year. A Student Day was held in conjunction with the Wings of Freedom tour and included over 200 local school children allowing them to interact with veterans and historic aircraft. Additionally, the Airport partnered with the FBOs, maintenance providers, the Air Traffic Control Tower, and area colleges to host students from Boynton Beach Aerospace Academy for a hands-on opportunity to learn about career options at the Airport.

**Internship Program** – Airport Management partnered with FAU and Lynn University to hire accounting and operations interns, providing real world work experience for the students.

**Contract Marketing Services** – Management conducted a review of the first three years of contract marketing services to determine the appropriate scope for the next marketing engagement. A Request for Proposals was released in Q2. Nine proposals were received and reviewed by the procurement committee, and the top four firms were invited to make presentations. The new three-year contract was awarded in Q3.

#### *Mitigating Airport Noise Impacts*

**Noise and Operations Monitoring System** – Management issued a Request for Proposals for a noise and operations monitoring system in Q1 and the contract was awarded in December. Brand new monitors were installed and the new user interface came online in Q2. The new software provides an intuitive, user friendly method of tracking air traffic activity and potential noise concerns for the community.

**Noise Program Materials** – Updates to the website are underway. Updates include details about common flight tracks, traffic patterns, and information about the Airport. A guide for home buyers will also be included. The website updates will be completed in Q4. Informational materials are being updated to provide more detailed information on the noise abatement program including information about voluntary noise abatement procedures, the voluntary curfew, as well as the reasons why these restrictions are voluntary. A frequently asked questions section will be added to assist in answering many of the residents' more common concerns. The updates will be completed in Q4.

**City of Boca Raton Development Review Process** – The Airport continues to coordinate with the City of Boca Raton regarding new developments planned in areas near the Airport to provide information regarding potential impacts to the surrounding airspace and impacts from air traffic. Airport Management and several Board Members addressed the City's Planning and Zoning Board and the City Council regarding the Mid-Town project and requested an avigation easement to protect the Airport and eventual residents. Airport Management also provided information regarding airport zoning to the City's Development Services Department as part of the update to the City's Comprehensive Plan and zoning code.

### *Maximizing Land Opportunities*

**3700 Building Assessment** – The assessment was completed in Q1 and will be used to provide information regarding necessary building improvements during lease negotiations when the building reverts to the Airport Authority in 2019.

**Adjacent Land** – The Executive Director of the Research Park at FAU participated in an Airport Authority Board Workshop to discuss opportunities for securing adjacent non-Airport parcels. Discussions are ongoing.

### *People*

**Operations Training Manual** – An operations training manual is under development to ensure proficiency and standardized training. The manual includes standard operating procedures for airfield operations, facilities management, noise abatement, Information technology, security, administrative functions, and emergency procedures. It contains a step by step guide that covers all aspects of Airport Operation’s responsibilities, as well as important contracts and points of contact. The manual will be completed in Q4.

**Information Technology** – Airport Management developed an automated IT management system to manage hardware and software upgrades, security protocols, and program updates and will implement quarterly IT user training to ensure best practices and minimize technology risks. A network map of systems and software, including servers, CBP Kiosks, and end-user machines, is being developed to better assist with troubleshooting and software and hardware replacement planning.

**Pavement Inspection Training** – Airport Operations planned to attend an airfield pavement inspection course provided by FDOT in order to gain a thorough understanding of the pavement condition assessment process and efficiently conduct daily, monthly, quarterly, and annual airport pavement inspections. The host facility suffered extensive damage due to Hurricane Irma and the 2018 session was subsequently cancelled. All Airport operations staff are scheduled to attend the training in 2019.

**Employee Development** – Airport Management participated in several training and employee development activities throughout the year including lunch and learns, American Association of Airport Executives (AAAE) Certified Member programs, records management training, FGFOA School of Government Finance, CUTR Airport Leadership Development, Leadership Boca, CPR/first aid, and the Florida Airports Council annual conference. Management successfully recruited and trained a new Operations Coordinator to fill a vacancy.

## **Key 2019 Business Objectives**

### *Ensuring Operational Effectiveness and Efficiency*

**Airport Road Improvements** – Several projects to improve Airport Road and address needed improvements including design and installation of landscape, lighting, and signage, roadway resurfacing,

and pedestrian walkway improvements will be initiated in 2019. The design concept for landscape, lighting, and signage will be refined and finalized in Q1. Undergrounding of power lines will be scheduled in coordination with FPL and FDOT to begin in Q2.

**Landside Access Pavement Rehabilitation** – The roadway serving the new US Customs Facility will be rehabilitated, including pavements, markings, curbs and sidewalks. Design will be completed in Q3.

**Taxiways Papa 4, Charlie, and Foxtrot Widening** – This project to widen and relocate taxiways to comply with FAA design standards for the type of aircraft currently using the Airport will be reevaluated based on availability of funding.

**Storm Drainage System Upgrades** – Various improvements to the Airport’s Storm Drainage System will be designed, including replacement and expansion of certain existing storm drains and drainage infrastructure to allow unrestricted water flow and improve flow during storm events.

**Air Traffic Control Tower Rehabilitation – Phase II** – This project includes replacement of the cab windows and installation of new cabinetry, carpeting, and fixtures and was designed in 2018. Additional grant funding was requested, and construction will be completed in Q4.

**Airfield Pavement Rejuvenator** – The airfield pavement rejuvenator project, designed to extend the useful life of the pavement and reduce maintenance costs, will be completed in Q1.

**Airport Inspection Program** – Airport Operations will create new user-friendly inspection forms for enhanced consistency during airfield and facilities inspections and improved record-keeping. Airport Operations will also create an automated inspection schedule with reminders for various airfield and facilities inspections.

**Airfield Equipment Asset Management Program** – Airport Operations will update the existing asset management program to track the use of parts and equipment needed to repair discrepancies reported in work orders. Airport Operations will also create standardized minimum number of parts on hand, and standardized reorder number once the minimum has been reached.

**Wildlife Hazard Management Plan** – Airport Management will implement recommendations from the Wildlife Hazard Management Plan and develop an actions list to be incorporated into operational activities and inspections.

**GIS Implementation Phase 1** – Airport Management will implement an integrated Geographic Information System (GIS) to assist in the collection and maintenance of airport and aeronautical data. The first phase of this multi-year project consists of the collection of data and installation of required hardware and software.

**Security Training** – Active shooter training with the Boca Raton Police Department and airport tenants is planned for Q1.

**Clean Audit** – Airport Management will work with the Secretary/Treasurer and the Authority’s external auditors to review the year’s financial transactions and conduct an audit in compliance with State Statutes and federal requirements.

**Grant Funding** – Approximately \$1.9 million in airport improvement projects will be planned, designed, and constructed. Working with the FAA and FDOT, over 77% of the project costs are expected to be reimbursed through grants.

**U.S. Customs and Border Protection Facility** – Airport Management will continue to promote the U.S. Customs and Border Protection Facility to the aviation and boating communities while exploring additional services that can generate revenue to offset operating expenses.

**Lease Negotiations** – Airport Management will negotiate lease rates for leasehold improvements reverting to the Airport Authority in Q3 utilizing best business practices and in accordance with FAA compliance requirements.

### *Strengthening Community Relations*

**Social media** – Social media presence during events and regular daily Airport activities will be enhanced through use of technology and timely posts. Airport Management will participate in social media training to enhance in-house capabilities and reduce contract costs.

**Airport Informational Blogs** – Airport Management will develop and implement a series of blogs on a variety of topics related to the Airport and in order to engage proactively with tenants and the community.

**Community Engagement** – Activities centered around the Airport’s 70<sup>th</sup> Anniversary will continue in Q1, including participation in the City of Boca Raton Veterans Day Event and the Annual Holiday Parade and production of a coffee table book highlighting the Airport’s history and role in the development of Boca Raton. Community focused events will be held including an annual toy drive, Wings of Freedom veterans and students’ day, annual airport career day, and the Chamber of Commerce’s Community Cookout. Quarterly tenant outreach events will be held to encourage dialogue and camaraderie with airport tenants and employees.

### *Mitigating Airport Noise Impacts*

**Pilot Noise Abatement and Training Outreach** – New pilot outreach materials depicting standards and procedures to reduce aircraft noise will be developed and disseminated to Airport users. Airport Management will hold one pilot meeting to discuss operational issues, airport projects, and emergency procedures.

**City of Boca Raton Development Review Process** – The Airport will continue to coordinate with the City of Boca Raton regarding new developments planned in areas near the Airport to provide information regarding potential impacts to the surrounding airspace and impacts from air traffic.

### *Maximizing Land Opportunities*

**Evaluate Current Airport Land Use** – Airport Management will evaluate the current land use and development on the west side of the Airport to ensure maximum useful development.

### *People*

**Administrative Training Manual** – Airport Management will develop a manual covering aspects of office management and administration as part of ongoing succession planning efforts.

**Employee Development** – Employee development will continue in order to provide opportunities for job growth and to equip employees with critical skills to meet ever-changing conditions. Emphasis will be on earning job-related certifications and industry participation.

**Pavement Inspection Training** – All operations staff will attend an airfield pavement inspection course in 2019 that was not possible due to hurricane impacts in 2018.