

# BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, April 15, 2020  
Special Electronic Public Meeting

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, April 15, 2020 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.

## I. ROLL CALL

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

## II. APPROVAL OF MINUTES

- A. Consider approval of Minutes for the Regular Meeting of February 19, 2020. (Postponed from the meeting of March 18, 2020)
- B. Consider approval of Minutes for the Strategic Business Planning Board Workshop of March 12, 2020.

## III. AGENDA CHANGES

## IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, please provide written comments (1) to be read during the meeting or (2) to be entered into record without being read during the meeting. To do this, email your comments to [publiccomment@bocaairport.com](mailto:publiccomment@bocaairport.com) by 6:00 p.m. on Tuesday, April 14, 2020. Please include the title, "Written Comments, April 15, 2020 Meeting" and provide your name (required), address and email address. If you desire for your written comments to be read into the record during the meeting, please indicate so and

limit your written comment to 300 words. Only written comments of 300 or fewer words will be read into the record during the meeting. All other written comments received by the deadline will be entered into the meeting record and distributed to the Boca Raton Airport Authority and the appropriate staff before the start of the meeting.

Members of the public who opt to comment during the electronic meeting – rather than providing written comments before the meeting - may do so provided they register in advance. To register in advance, please visit [www.gotomeeting.com/webinar/join-webinar](http://www.gotomeeting.com/webinar/join-webinar) and enter the Webinar ID: 143-179-259. You will receive an email from the City of Boca Raton with additional information on how to join the meeting. Members of the public may indicate their desire to provide public comment by electronically raising their hand during the meeting. 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 February 2020 Financial Report. (Postponed from the meeting of March 18, 2020)

Consider a Motion for approval of the Financial Report for February 2020.

- B. Presentation of the March 2020 Financial Report.

Consider a Motion for approval of the Financial Report for March 2020.

**VIII. TENANT REPORTS AND REQUESTS**

- A. Atlantic Aviation Special Event Request. (Postponed from the meeting of March 18, 2020. Removed by Tenant request).

Consider Resolution No. 03-08-20 of the Boca Raton Airport Authority granting conditional approval of Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira on May 2, 2020.

**IX. EXECUTIVE DIRECTOR AND STAFF REPORTS**

A. Noise Abatement/Operations Summary for the month of February 2020.  
(Postponed from the meeting of March 18, 2020)

B. Noise Abatement/Operations Summary for the month of March 2020.

C. Airport Project Update. (Postponed from the March 18, 2020 meeting.  
Removed by Airport Management)

D. Request to approve Supplemental Joint Participation Agreement for Financial Project No. 437967-1-94-01 with the State of Florida Department of Transportation for Storm Drainage System Upgrades at the Boca Raton Airport.

Consider Resolution No. 04-09-20 of the Boca Raton Airport Authority accepting the Supplemental Joint Participation Agreement with the State of Florida Department of Transportation for Storm Drainage System Upgrades at the Boca Raton Airport.

E. Stormwater Drainage System Improvements Contract Award.

Consider Resolution No. 04-10-20 of the Boca Raton Airport Authority awarding a contract to Anzco, Inc. pursuant to the terms specified in the Invitation to Bid 2020-BRAA-01 for Stormwater Drainage System Improvements.

F. Florida Atlantic University Stormwater Agreement.

Consider Resolution No. 04-11-20 of the Boca Raton Airport Authority entering into a Facility Use Agreement with Florida Atlantic University.

G. Request for ratification of an amendment to the IT Services contract for services related to an accounting server.

Consider Resolution No. 04-12-20 of the Boca Raton Airport Authority ratifying an amendment to the IT Services Contract with Simplify, LLC for services related to an accounting server.

H. COVID-19 Rent Relief.

Consider Resolution No. 04-13-20 of the Boca Raton Airport Authority providing Rent Relief related to COVID-19.

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

**XI. PUBLIC COMMENT**

**XII. OTHER BUSINESS**

**XIII. MISCELLANEOUS**

The next meeting is scheduled for May 20, 2020 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  
February 19, 2020  
Boca Raton City Hall – Council Chambers**

Chair Melvin Pollack called the meeting to order at 6:00 P.M.

**BOARD MEMBERS**

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

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman Walker

**STAFF**

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

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

**APPROVAL OF MINUTES**

**A MOTION to approve the minutes of the January 16, 2020 Regular Meeting was made by Mr. Tucker and seconded by Ms. Budd. The Motion was carried unanimously.**

**AGENDA CHANGES**

There were no agenda changes.

**PUBLIC REQUESTS**

There were no public requests.

## **CONSENT AGENDA**

There were no items on the consent agenda.

## **FEDERAL, STATE AND MUNICIPAL INPUT**

There was no Federal, State or Municipal Input.

## **FINANCIAL REPORT**

Ms. Camilo presented the Financial Report for January 2020.

**A MOTION to approve the Financial Report for January 2020 was made by Ms. Budd and seconded by Mr. Fogel. The Motion carried unanimously.**

## **TENANT REPORTS AND REQUESTS**

Mr. Kohut presented a special request from Signature Flight Support Corporation to host Wings, Wheels and Fashion Special Event benefiting charity on April 25, 2020.

Mr. Folden inquired as to the price of tickets. Mr. Victor Concepcion, representing the event organizer, responded that tickets are \$125 for individuals and \$200 for couples.

Mr. Tucker inquired as to the amount of funds raised for the various charities. Mr. Concepcion advised that last year they donated \$8,000 to each charity and hope to do better this year.

**A MOTION to approve Resolution No. 02-04-20 of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to hold a Wings, Wheels and Fashion Special Event benefiting charity on April 25, 2020 was made by Mr. Nau and seconded by Mr. Tucker. The Motion carried unanimously.**

Mr. Nobles inquired from Legal Counsel if it would be a conflict of interest for him to vote if the non-profit he works for is a charity receiving funds from this event. Ms. Petrick responded that it would not be a conflict of interest because Habitat for Humanity of South Palm Beach County, Mr. Nobles's employer, is a charitable organization and Mr. Nobles holds no proprietary interest in the charity.

Mr. Kohut presented a request by Premier Aviation of Boca Raton, LLC to install temporary real estate signage.

Mr. Tucker inquired about the restaurant signage on the building and why it is still there. Mr. Kohut advised that Airport Management was working with Mr. Hashemi to have the signage removed.

**A MOTION to approve Resolution No. 02-05-20 of the Boca Raton Airport Authority approving Premier Aviation of Boca Raton, LLC's request for approval to install temporary real estate signage was made by Mr. Fogel and seconded by Mr. Nau. The Motion carried unanimously.**

### **EXECUTIVE DIRECTOR AND STAFF REPORTS**

Mr. Abbott presented the Noise Abatement/Operations Summary for the month of January 2020.

Mr. Pollack inquired about the finances for Customs. Ms. Bennett advised that the facility broke even during the first year and the revenue is being used to enhance the facility.

Mr. Folden inquired about the incinerator. Mr. Kohut reported that it is performing adequately. Ms. Bennett added that the facility may have outgrown the current incinerator and it is something Management will be looking at in the future.

Mr. Folden inquired as to whether there is a backup should the incinerator not work. Ms. Bennett responded that a vendor is available to pick up the international waste during peak periods as needed.

Mr. Fogel asked for an update on flights from the Bahamas.

Ms. Bennett reported that the Bahamas is the number one country of origin for flights clearing Customs and reminded the Board of the Hurricane Relief efforts that the Airport provided in the fall.

Mr. Folden asked if it was known how many charter flights versus private flights arrive from the Bahamas.

Ms. Bennett stated that Airport Management will investigate that and report on the findings.

Mr. Nobles inquired if people who are coming to Boca during a TFR are coming back when there is no TFR in effect.

Ms. Hannah Oakland, Signature Flight Support stated that they are seeing those planes return, those customers are finding it more convenient as a central location, and traffic is lighter at Boca than in Palm Beach.

Mr. Kohut introduced the Security Guard Services contract and thanked Mr. Folden for his input in the process. Mr. Folden stated that he believes the Airport is headed in the right direction and is happy with the outcome.

Mr. Kohut provided details on the Request for Proposals process and the recommendation. Airport Management recommended awarding the Security Guard Services contract to Allied Universal Security.

Mr. Fogel asked to meet representatives of the new security company who might be present.

Mr. Nobles inquired as to additional costs associated with the contract. Mr. Kohut advised that additional costs would be minimal and normally due to special events, additional guards, assistance with traffic when needed. The rates for additional services are specified in the agreement and are based on services needed.

Mr. David Macedo, General Manager, Ms. Taylor McDonald, Director of Government Services, and Mr. Victor Spagnuolo, Security Manager Fort Lauderdale Executive Airport, provided a brief overview of their airport experience.

Ms. Budd asked about the biggest issues or challenges they have had to deal with at general aviation airports. Mr. Spagnuolo stated that the security of the airport and control tower and dealing with the general aviation aircraft and business jets are some of the biggest challenges.

Ms. Budd asked for information on the background of their employees. Mr. Spagnuolo responded that, as an example, at Fort Lauderdale Executive Airport the company currently has eight employees and six of them are retired law enforcement officers, one is a former corrections officer and one is ex-military.

Mr. Nau inquired about the different options for the bill rates and the vehicles. Mr. Kohut responded that the recommendation is with option one, which includes all services provided as a lump sum.

Mr. Fogel asked about special events and whether the Airport is reimbursed when additional security is required. Ms. Bennett replied that additional security is usually requested to meet an airport need and as requested by Airport Management, rather than the tenant hosting the event.

Mr. Nau asked if the Airport tenants were involved in the selection of the security company. Mr. Kohut responded that they were not, however, during quarterly tenant meetings security is discussed and input is provided by the tenants on the overall security program.

Mr. Pollack inquired as to whether Customs would be briefed on the change of services. Ms. Bennett stated that they will be notified and that the new company will be required to obtain security badges from Customs and Border Protection.

Ms. Budd asked whether Airport Management reached agreement on the contract or if the approval of the contract award would be conditional with possible contract

amendments. Ms. Bennett advised the Board there would no amendments to the contract as presented.

**A MOTION to approve Resolution No. 02-06-20 of the Boca Raton Airport Authority awarding a three-year contract to Allied Universal Security, per terms specified in Request for Proposals 2019-BRAA-02 Security Guard Services, was made by Mr. Folden and seconded by Ms. Budd. The Motion carried unanimously.**

Mr. Kohut provided details for the Information Technology Services Request for Proposals. Mr. Kohut recommended awarding the contract to Simplify, LLC.

Mr. Nau asked why there is a one-time set up cost since Simplify, LLC currently provides service for the Airport. Mr. Kohut responded that Simplify, LLC has proposed some additional services and equipment, which Airport Management agrees with and is recommending. These would include some dark web monitoring, additional spam filtering and training.

Mr. Pollack asked whether the Airport has a procedure in place for ransomware.

Mr. Erik Solms, President, Simplify, LLC thanked the Board for the opportunity and advised that ransomware software runs scans on all data and backups run hourly along with regular cloud backups.

Mr. Pollack asked if the Airport maintained an air gapped computer. Mr. Kohut responded that the Airport does not at this time but can investigate it.

Mr. Nau inquired about employee training. Mr. Solms provided an overview of what they currently do and what they plan on doing in the future.

**A MOTION to approve Resolution No. 02-07-20 of the Boca Raton Airport Authority awarding a three-year contract to Simplify, LLC, per terms specified in the Request for Proposals 2019-BRAA-03 Information Technology Services, was made by Mr. Nobles and seconded by Mr. Fogel. The Motion carried unanimously.**

Ms. Bennett introduced the Strategic Business Plan Update and stated that that Ms. Budd, who has been assisting Airport Management and the consulting team in the update process, would provide some introductory comments.

Ms. Budd provided some background and a timeline for the Strategic Business Plan Update and what is involved in the process.

Ms. Budd introduced Mr. Remy Lucette, Director and Ms. Franchesca Alejo, Consultant with Ricondo and Associates.

Mr. Lucette provided a status report on the Update and listed the next steps in the process.

Mr. Lucette presented the current vision statement and the proposed, revised vision statement.

Ms. Budd provided some insight as to how the vision statement was evaluated and why the changes were made.

Mr. Lucette presented the current and proposed mission statement.

A discussion ensued regarding the removal of the words “business” and “local” from the last line of the mission statement. It was agreed that the statement would be further refined throughout the update process.

Mr. Nobles asked whether the Members were supposed to discuss and make suggestions at the Board Meeting or if discussion would take place during the upcoming Board Workshop.

Ms. Bennett stated that Board Member input was welcome at this stage of the update process and that additional discussion can take place at the Board workshop.

Mr. Lucette presented the BRAA core values and the recommended changes.

Mr. Lucette discussed the SWOT analysis that was done with the committee in January, which will also be discussed at the workshop.

Ms. Alejo presented the initial results in the SWOT analysis and next steps, including meetings with the tenants and external stakeholders and input from the Board at the workshop.

Mr. Lucette discussed the criteria being used for the selection of benchmark airports and indicated that three airports would be selected for benchmarking. Ms. Budd suggested adding a fourth from outside the country and Mr. Pollack recommended London Luton as the fourth airport.

Mr. Nau suggested asking the benchmark airports about noise abatement and environmental issues.

Mr. Lucette added that the process includes a property analysis and that an informational packet will be distributed prior to the workshop.

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

Mr. Tucker stated that he is looking forward to attending the Diamond Award Luncheon.

**PUBLIC INPUT**

There was no public input.

**OTHER BUSINESS**

No additional business.

**MISCELLANEOUS**

The next regularly scheduled meeting is Wednesday, March 18, 2020 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

**ADJOURNMENT**

Meeting adjourned at 7:24 p.m.

\_\_\_\_\_  
Melvin Pollack, Chair

\_\_\_\_\_  
Date

**Boca Raton Airport Authority  
Strategic Business Plan Workshop Minutes  
March 12, 2020  
903 NW 35<sup>th</sup> Ave  
Boca Raton, FL 33531  
Boca Raton Airport Administration Building**

The Boca Raton Airport Authority held a Board Workshop on March 12, 2020 at 1:30 P.M. The workshop was open to the public.

**MEMBERS IN ATTENDANCE**

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

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman & Walker

**STAFF IN ATTENDANCE**

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

**Welcome and Introduction**

Mr. Pollack called the meeting to order at 1:30 pm and welcomed everyone to the Workshop.

Ms. Bennett introduced the Strategic Business Plan Update and explained the purpose of the Strategic Business Plan and how it is used to guide the business of the Airport.

Ms. Budd provided an overview of the milestones achieved by the planning committee so far. Ms. Budd encouraged the Board to provide input and ask questions throughout the process.

Ms. Bennett provided a summary of the Airport's efforts with regards to the COVID-19 situation, including those of Airport Management, Airport tenants and Customs and Border Protection.

Mr. Lucette outlined the workshop agenda and goals.

Mr. Lucette provided an update on the stormwater review and noted that the final report should be completed soon.

Mr. Lucette reviewed the Mission Statement, and the changes suggested at the February 19, 2020 Board Meeting. The Members of the Board were satisfied with the changes.

Mr. Lucette introduced Mr. Michael Audino, Audino & Associates to facilitate the remainder of the workshop.

Mr. Audino advised that the two goals for the workshop were to present the strategic issues and get the Board input on the strategic initiatives. He encouraged all members to interact, ask questions and provide input throughout the meeting.

### **1. Strategic Issues Presentation**

Mr. Lucette reviewed the findings of the SWOT analysis and the feedback received from the tenants and external stakeholders. As part of this process, there were seven strategic issues identified. Mr. Lucette presented an overview of each issue.

Mr. Audino reviewed each of the strategic issues identified and the Board Members provided input on each issue.

### **2. Strategic Initiatives Formulation**

Mr. Audino reviewed the Formulating Strategic Initiatives worksheet and asked that Board Members complete the worksheet.

Mr. Audino requested that each Board Member create strategic initiatives, identify which strategic issues they address, and note any challenges that may arise in completing the initiatives.

A discussion ensued.

### **3. Next Steps**

Mr. Audino asked the Board to look over the initiatives that were identified and select their top three, ranking them in order of importance from one to three. Mr. Audino stated that following the workshop, these would be evaluated and used for the next step in the strategic planning process.

Mr. Audino thanked everyone for their time and input and reminded them of the importance of the work being done.

#### 4. **Public Comment**

Mr. Nate Delaney, Sales Director, Cirrus Aircraft provided his thoughts on the current issues that are affecting the aviation industry.

#### **ADJOURNMENT**

Meeting adjourned at 4:19 p.m.

\_\_\_\_\_  
Melvin Pollack, Chair

\_\_\_\_\_  
Date



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: March 18, 2020  
RE: **Financial Report – February 2020**

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## **AGENDA ITEM – VII – A**

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the five months ending February 29, 2020.

Total Operating Revenues as of February 29, 2020 were \$2,545,335, an increase of \$191,377 or 8.1% to budget. This increase in revenue year to date is attributable to the seasonal nature of Fuel Flowage and Customs, which we anticipate will normalize as the year progresses.

Total Non-Operating Revenues and Capital Contributions as of February 29, 2020 were \$35,220.

Total Operating Expenses as of February 29, 2020 were \$1,359,296, a decrease of \$208,620 or 13.3% compared to budget. Significant variances in expenses compared to budget for the five months ending February 29, 2020 are as follows:

- Office Operating expenditures are up \$34,752 or 26.4% to budget, primarily due to various Administration Building maintenance projects completed in the first quarter. Actual expenses for Office Operations are not expected to exceed the annual budget.
- Marketing and Special Event expenditures are up \$21,697 or 27.3% to budget, primarily due to one-time expenses for sponsorships and the BRAA Scholarship contribution made in October. Actual expenses for sponsorships and the BRAA Scholarship do not exceed the annual budget.

- Project expenditures are down \$223,056 or 70.8% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$21,253 or 28.3% to budget, primarily due to expenses related to audit services which will occur in the third quarter. Year to date legal expenditures 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
<b>GENERAL</b>	\$ 5,980	\$ 10,699	\$ 8,008	\$ 7,072	\$ 2,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,759
<b>BOARD</b>	\$ 676	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884
<b>TASK 59</b>	\$ 14,170	\$ 15,743	\$ 15,782	\$ 8,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,119

Total Capital Expenditures as of February 29, 2020 were \$166,045. The majority of Capital Expenditures were attributable to Task 59 – Storm Drainage System Upgrades of the Capital Improvement Program. Of the total \$166,045 in Capital Expenditures, \$54,119 were attributable to project-related legal fees, while \$43,090 were attributable to Capital Outlay.



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Five Months Ending February 29, 2020**  
(unaudited)

**Summary Results**

	FY 2020 Annual Budget	FY 2020 February Actual	FY 2020 February Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 5,649,500	\$ 2,545,335	\$ 2,353,958	\$ 191,377	8.1%
Operating Expenses	\$ 3,763,000	\$ 1,359,296	\$ 1,567,917	\$ (208,620)	-13.3%
<b>Operating Income/(Loss) before Depreciation</b>	<b>\$ 1,886,500</b>	<b>\$ 1,186,039</b>	<b>\$ 786,042</b>	<b>\$ 399,997</b>	<b>50.9%</b>
Depreciation	\$ 1,955,000	\$ 814,583	\$ 814,583	\$ -	0.0%
<b>Net Operating Income/(Loss)</b>	<b>\$ (68,500)</b>	<b>\$ 371,456</b>	<b>\$ (28,542)</b>	<b>\$ 399,997</b>	<b>-1401.4%</b>
Non-Operating Revenues	\$ 605,200	\$ 35,220			
<b>Income/(Loss) before Capital Contributions</b>	<b>\$ 536,700</b>	<b>\$ 406,676</b>			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ 21,087			
<b>Change in Net Position</b>	<b>\$ 4,211,700</b>	<b>\$ 427,763</b>			



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Five Months Ending February 29, 2020**  
(unaudited)

**Revenue Summary**

	FY 2020 Annual Budget	FY 2020 February Actual	FY 2020 February Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 4,112,300	\$ 1,723,435	\$ 1,713,458	\$ 9,977	0.6%
Fuel Flowage Fees	\$ 800,000	\$ 413,307	\$ 333,333	\$ 79,974	24.0%
Customs Facility Revenue	\$ 480,000	\$ 287,325	\$ 200,000	\$ 87,325	43.7%
Interest Income	\$ 210,000	\$ 96,984	\$ 87,500	\$ 9,484	10.8%
Other Revenue	\$ 47,200	\$ 24,284	\$ 19,667	\$ 4,617	23.5%
<b>Total Operating Revenues</b>	<b>\$ 5,649,500</b>	<b>\$ 2,545,335</b>	<b>\$ 2,353,958</b>	<b>\$ 191,377</b>	<b>8.1%</b>
FDOT Grants	\$ 605,200	\$ 35,220			
<b>Non-Operating Revenues</b>	<b>\$ 605,200</b>	<b>\$ 35,220</b>			
FDOT Grants	\$ 1,425,000	\$ 21,087			
FAA Grants	\$ 2,250,000	\$ -			
<b>Capital Contributions from State and Federal Grants</b>	<b>\$ 3,675,000</b>	<b>\$ 21,087</b>			



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Five Months Ending February 29, 2020**  
(unaudited)

**Expense Summary**

	FY 2020 Annual Budget	FY 2020 February Actual	FY 2020 February Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,213,900	\$ 505,193	\$ 505,792	\$ (599)	-0.1%
Professional Services	\$ 180,500	\$ 53,956	\$ 75,208	\$ (21,253)	-28.3%
Office Operating Expenses	\$ 316,200	\$ 166,502	\$ 131,750	\$ 34,752	26.4%
Airport Operations	\$ 530,100	\$ 219,130	\$ 220,875	\$ (1,745)	-0.8%
Insurance Expense	\$ 171,300	\$ 70,254	\$ 71,375	\$ (1,121)	-1.6%
ATCT Facility	\$ 80,500	\$ 23,533	\$ 33,542	\$ (10,008)	-29.8%
Customs Facility	\$ 323,000	\$ 127,295	\$ 134,583	\$ (7,288)	-5.4%
Marketing & Special Events	\$ 191,000	\$ 101,281	\$ 79,583	\$ 21,697	27.3%
Projects	\$ 756,500	\$ 92,152	\$ 315,208	\$ (223,056)	-70.8%
<b>Total Operating Expenses</b>	<b>\$ 3,763,000</b>	<b>\$ 1,359,296</b>	<b>\$ 1,567,917</b>	<b>\$ (208,620)</b>	<b>-13.3%</b>
Capital Outlay	\$ 44,000	\$ 43,090			
Capital Improvement Program	\$ 4,125,000	\$ 122,955			
<b>Total Capital Expenditures</b>	<b>\$ 4,169,000</b>	<b>\$ 166,045</b>			



**Boca Raton Airport Authority**  
**Balance Sheet Summary**  
**February 29, 2020**  
(unaudited)

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 636,476	Accounts Payable	\$ 136,049
Receivables	\$ 109,557	Due to Other Governments	\$ -
Due From Other Governments	\$ 301,900	Compensated Absences, short-term	\$ 54,387
Money Markets	\$ 401,216	Deferred Rent Income	<u>\$ 159,837</u>
Certificates of Deposit	\$ 10,311,722	<b>Total Current Liabilities</b>	<b>\$ 350,272</b>
Certificates of Deposit, Restricted	\$ 185,643	Non-Current Liabilities	
Other Assets	<u>\$ 120,537</u>	Security Deposits	\$ 167,879
<b>Total Current Assets</b>	<b>\$ 12,067,050</b>	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Rent Receivable	\$ 414,541	<b>Total Liabilities</b>	<b><u>\$ 518,152</u></b>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 40,464,137
Project in Progress	\$ 1,424,620	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 11,526,229	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 427,763</u>
Leasehold Improvements	\$ 9,311,308	<b>Total Capital</b>	<b>\$ 47,907,159</b>
Furniture, Fixtures, and Equipment	\$ 2,032,831	<b>Total Liabilities &amp; Capital</b>	<b><u>\$ 48,425,311</u></b>
Infrastructure	\$ 26,088,620		
Less Accumulated Depreciation	<u>\$ (22,022,805)</u>		
<b>Total Non-Current Assets</b>	<b>\$ 36,358,261</b>		
<b>Total Assets</b>	<b><u>\$ 48,425,311</u></b>		



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: April 15, 2020  
RE: **Financial Report – March 2020**

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## **AGENDA ITEM – VII – B**

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the six months ending March 31, 2020.

Total Operating Revenues as of March 31, 2020 were \$3,006,969 an increase of \$182,219 or 6.5% to budget. This increase in revenue year to date is attributable to the seasonal nature of Fuel Flowage and Customs.

Total Non-Operating Revenues and Capital Contributions as of March 31, 2020 were \$35,220.

Total Operating Expenses as of March 31, 2020 were \$1,656,844 a decrease of \$224,656 or 11.9% compared to budget. Significant variances in expenses compared to budget for the six months ending March 31, 2020 are as follows:

- Office Operating expenditures are up \$29,438 or 18.6% to budget, primarily due to various Administration office maintenance projects completed in the first quarter. Actual expenses for Office Operations do not exceed the annual budget.
- ATCT Facility expenditures are up \$20,543 or 51.0% to budget, primarily due to one-time expenses for the replacement of FDIO equipment. Actual expenses for the equipment replacement do not exceed the annual budget.
- Project expenditures are down \$230,994 or 61.1% to budget, primarily due to the ATCT rehabilitation project.

- Professional Services are down \$27,172 or 30.1% to budget, primarily due to expenses related to audit services which will occur in the third quarter. Year to date legal expenditures 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
<b>GENERAL</b>	\$ 5,980	\$ 10,699	\$ 8,008	\$ 7,072	\$ 2,184	\$ 5,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,637
<b>BOARD</b>	\$ 676	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884
<b>TASK 59</b>	\$ 14,170	\$ 15,743	\$ 15,782	\$ 8,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,119

Total Capital Expenditures as of March 31, 2020 were \$171,045. The majority of Capital Expenditures were attributable to Task 59 – Storm Drainage System Upgrades of the Capital Improvement Program. Of the total \$171,045 in Capital Expenditures, \$54,119 were attributable to project-related legal fees, while \$43,090 were attributable to Capital Outlay.



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Six Months Ending March 31, 2020**  
(unaudited)

**Summary Results**

	FY 2020 Annual Budget	FY 2020 March Actual	FY 2020 March Budget	Variance	
				FY 2020 Actual vs. Budget Dollars	Percent
Operating Revenues	\$ 5,649,500	\$ 3,006,969	\$ 2,824,750	\$ 182,219	6.5%
Operating Expenses	\$ 3,763,000	\$ 1,656,844	\$ 1,881,500	\$ (224,656)	-11.9%
<b>Operating Income/(Loss) before Depreciation</b>	<b>\$ 1,886,500</b>	<b>\$ 1,350,125</b>	<b>\$ 943,250</b>	<b>\$ 406,875</b>	<b>43.1%</b>
Depreciation	\$ 1,955,000	\$ 977,500	\$ 977,500	\$ -	0.0%
<b>Net Operating Income/(Loss)</b>	<b>\$ (68,500)</b>	<b>\$ 372,625</b>	<b>\$ (34,250)</b>	<b>\$ 406,875</b>	<b>-1188.0%</b>
Non-Operating Revenues	\$ 605,200	\$ 35,220			
<b>Income/(Loss) before Capital Contributions</b>	<b>\$ 536,700</b>	<b>\$ 407,845</b>			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ 21,087			
<b>Change in Net Position</b>	<b>\$ 4,211,700</b>	<b>\$ 428,932</b>			



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Six Months Ending March 31, 2020**  
(unaudited)

**Revenue Summary**

	FY 2020 Annual Budget	FY 2020 March Actual	FY 2020 March Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 4,112,300	\$ 2,090,600	\$ 2,056,150	\$ 34,450	1.7%
Fuel Flowage Fees	\$ 800,000	\$ 473,503	\$ 400,000	\$ 73,503	18.4%
Customs Facility Revenue	\$ 480,000	\$ 294,625	\$ 240,000	\$ 54,625	22.8%
Interest Income	\$ 210,000	\$ 115,042	\$ 105,000	\$ 10,042	9.6%
Other Revenue	\$ 47,200	\$ 33,198	\$ 23,600	\$ 9,598	40.7%
<b>Total Operating Revenues</b>	<b>\$ 5,649,500</b>	<b>\$ 3,006,969</b>	<b>\$ 2,824,750</b>	<b>\$ 182,219</b>	<b>6.5%</b>
FDOT Grants	\$ 605,200	\$ 35,220			
<b>Non-Operating Revenues</b>	<b>\$ 605,200</b>	<b>\$ 35,220</b>			
FDOT Grants	\$ 1,425,000	\$ 21,087			
FAA Grants	\$ 2,250,000	\$ -			
<b>Capital Contributions from State and Federal Grants</b>	<b>\$ 3,675,000</b>	<b>\$ 21,087</b>			



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Six Months Ending March 31, 2020**  
(unaudited)

**Expense Summary**

	FY 2020 Annual Budget	FY 2020 March Actual	FY 2020 March Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,213,900	\$ 590,732	\$ 606,950	\$ (16,218)	-2.7%
Professional Services	\$ 180,500	\$ 63,078	\$ 90,250	\$ (27,172)	-30.1%
Office Operating Expenses	\$ 316,200	\$ 187,538	\$ 158,100	\$ 29,438	18.6%
Airport Operations	\$ 530,100	\$ 256,749	\$ 265,050	\$ (8,301)	-3.1%
Insurance Expense	\$ 171,300	\$ 85,501	\$ 85,650	\$ (149)	-0.2%
ATCT Facility	\$ 80,500	\$ 60,793	\$ 40,250	\$ 20,543	51.0%
Customs Facility	\$ 323,000	\$ 156,866	\$ 161,500	\$ (4,634)	-2.9%
Marketing & Special Events	\$ 191,000	\$ 108,331	\$ 95,500	\$ 12,831	13.4%
Projects	\$ 756,500	\$ 147,256	\$ 378,250	\$ (230,994)	-61.1%
<b>Total Operating Expenses</b>	<b>\$ 3,763,000</b>	<b>\$ 1,656,844</b>	<b>\$ 1,881,500</b>	<b>\$ (224,656)</b>	<b>-11.9%</b>
Capital Outlay	\$ 44,000	\$ 43,090			
Capital Improvement Program	\$ 4,125,000	\$ 127,955			
<b>Total Capital Expenditures</b>	<b>\$ 4,169,000</b>	<b>\$ 171,045</b>			



**Boca Raton Airport Authority**  
**Balance Sheet Summary**  
**March 31, 2020**  
(unaudited)

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 712,698	Accounts Payable	\$ 198,168
Receivables	\$ 217,222	Due to Other Governments	\$ -
Due From Other Governments	\$ 281,070	Compensated Absences, short-term	\$ 54,387
Money Markets	\$ 404,072	Deferred Rent Income	<u>\$ 160,158</u>
Certificates of Deposit	\$ 10,326,568	<b>Total Current Liabilities</b>	<b>\$ 412,713</b>
Certificates of Deposit, Restricted	\$ 185,998	Non-Current Liabilities	
Other Assets	<u>\$ 96,223</u>	Security Deposits	\$ 167,879
<b>Total Current Assets</b>	<b>\$ 12,223,852</b>	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Rent Receivable	\$ 414,541	<b>Total Liabilities</b>	<b><u>\$ 580,593</u></b>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 40,464,137
Project in Progress	\$ 1,494,345	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 11,526,229	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 428,932</u>
Leasehold Improvements	\$ 9,311,308	<b>Total Capital</b>	<b>\$ 47,908,329</b>
Furniture, Fixtures, and Equipment	\$ 2,032,831	<b>Total Liabilities &amp; Capital</b>	<b><u>\$ 48,488,921</u></b>
Infrastructure	\$ 26,088,620		
Less Accumulated Depreciation	<u>\$ (22,185,721)</u>		
<b>Total Non-Current Assets</b>	<b>\$ 36,265,069</b>		
<b>Total Assets</b>	<b><u>\$ 48,488,921</u></b>		



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Travis Bryan, Operations Manager  
Date: March 18, 2020  
RE: **Special Event – Atlantic Aviation – Removed by Tenant**

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## **AGENDA ITEM – VIII – A**

Airport Management has received a request from Atlantic Aviation and Sky One Holdings LLC d/b/a Privaira to hold a special event on May 2, 2020 on their leasehold premises.

Privaira is seeking Authority approval to host Bark After Dark to benefit the Champions Charity. This event located within Hangar 9 consists of live music, light food, and a silent auction to benefit pet rescues within the Boca Raton area. Approximately 200 people are expected to attend the event with valet parking being provided landside.

Airport Management recommends approval of Resolution Number 03-08-20, granting conditional approval to Atlantic Aviation to hold the Special Event on May 2, 2020, subject to the submittal and Airport Management approval of the required safety and security plans.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION NO. 03-08-20**

**Resolution of the Boca Raton Airport Authority conditionally approving Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on May 2, 2020.**

**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 November 28, 1984, the Authority entered into a Lease and Operating Agreement with Boca Airport Inc. d/b/a Boca Aviation ("Boca Aviation"), and the Lease and Operating Agreement has been amended throughout the years (the "Lease");

**WHEREAS**, Boca Aviation subsequently assigned the Boca Aviation Lease, to Atlantic Aviation – Boca Raton, LLC, a Delaware limited liability company ("Atlantic"); and

**WHEREAS**, the Authority has received a request from Atlantic Aviation to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira Special Event to be held on May 2, 2020 (the "Request");

**WHEREAS**, the Request and the Special Event are consistent with Atlantic Aviation's Lease; and

**WHEREAS**, the Authority desires to conditionally approve the Request, subject to:

- Delivery to the Executive Director of a Certificate of Insurance and endorsements evidencing the appropriate coverage for the Event, as set forth in the Authority's Minimum Standards and Requirements for Aeronautical Activities; and
- Safety, Security and Barricade Plans for the Event (collectively, the "Conditions").

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF MARCH 2020, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the Request, subject to Atlantic Aviation's fulfillment of the Conditions.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 03-08-20.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 03-08-20.**

**ADOPTED by the Boca Raton Airport Authority this 18<sup>th</sup> day of March 2020.**

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY**

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**James Nau**  
**Secretary & Treasurer**

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**Melvin Pollack**  
**Chair**

March 2, 2020

Letter of Request for Approval of Hangar Event

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

Clara,

I would like to formally request approval for an event on behalf of our tenant Privaira in Atlantic Aviation Hangar 9. The event entitled Bark after Dark will be held on May 2, 2020 in the evening from 6:00 pm to 9:30 pm. The charity is "Charity Champions". The admission will be invitation only and will be approximately 200 guests. Parking will be valet, security will be in place, and all vendors will submit insurance for BRAA approval as in previous years.

Thank you for your consideration of the above request and your continued support. Please let me know if there is anything else you require.

Respectfully,



Joe Therrien  
General Manager – BCT  
E: [Joseph.Therrien@Atlanticaviation.com](mailto:Joseph.Therrien@Atlanticaviation.com)  
C: 561-254-2721



# Memo

To: Melvin Pollack, Chair and Authority Members  
From: Robert Abbott, Operations and Finance Analyst  
Date: March 18, 2020  
RE: **Operations and Noise Abatement Report, February 2020**

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## **AGENDA ITEM – IX - A**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of February. This report is derived from the Air Traffic Control Tower operations report.

During the month of February 2020, there were 6,147 operations reported by the Tower, which is a 9% decrease from the operations reported in February 2019.

Deliveries of Jet A fuel were 10% less than in February of the previous year. Avgas deliveries were down 50% compared to February 2019.

There were 546 noise calls made by 11 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 165 aircraft cleared Customs from 25 different countries and there were two vessel clearings. There were 46 afterhours clearings. Of these flights, 12 cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT



**FEBRUARY  
2020**

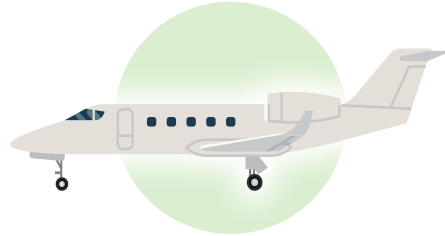
FEBRUARY 2020

# OPERATIONS REPORT



**29%**

**TRAINING**



**43%**

**IFR**

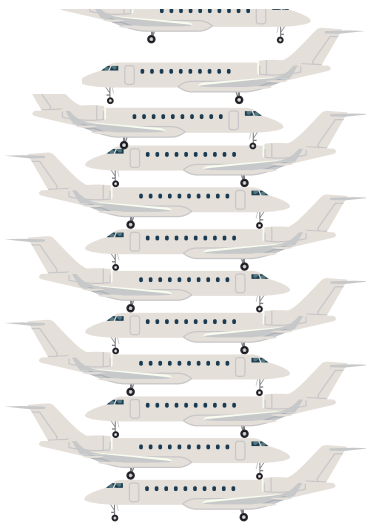


**28%**

**VFR**

OPERATIONS BREAKDOWN

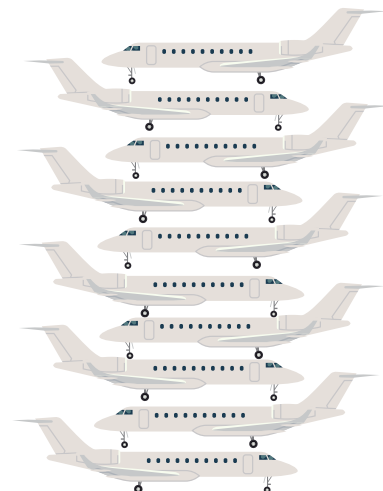
**Chart 1:** Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



**6,766**

**FEBRUARY 2019**

**-9%**



**6,147**

**FEBRUARY 2020**

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

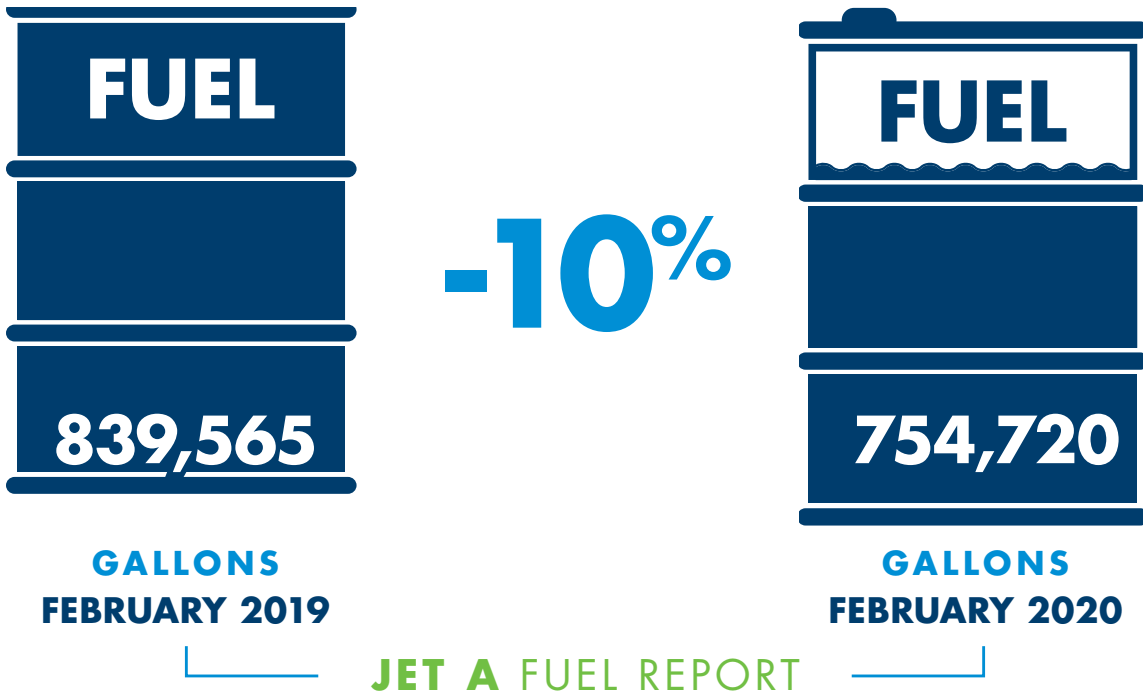
**Chart 2:** February 2019 operations compared to February 2020 tower operations.

ABBREVIATIONS:

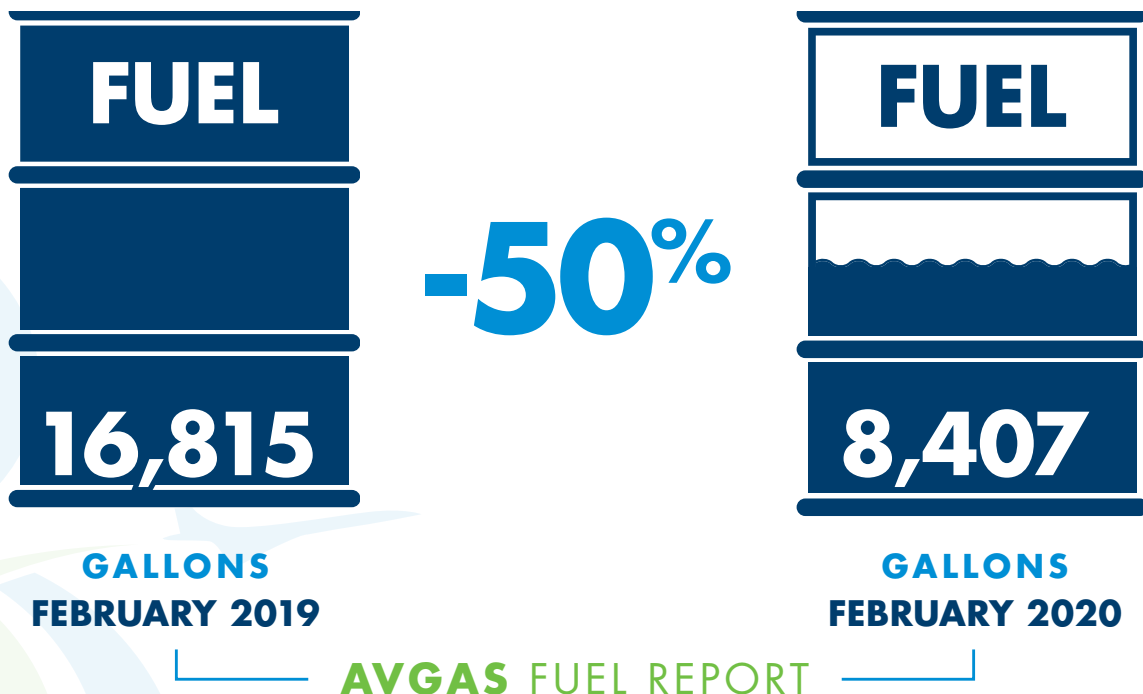
*IFR (Instrument Flight Rules):* Planes flying on an instrument flight plan - Primarily jets. *VFR (Visual Flight Rules):* - Primarily propeller aircraft.  
*TFR (Temporary Flight Restriction):* Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government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

FEBRUARY 2020

# OPERATIONS REPORT



**Jet A:** Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).  
**Chart 3:** Month of February 2019 deliveries of Jet A in gallons compared to February 2020 deliveries of Jet A.

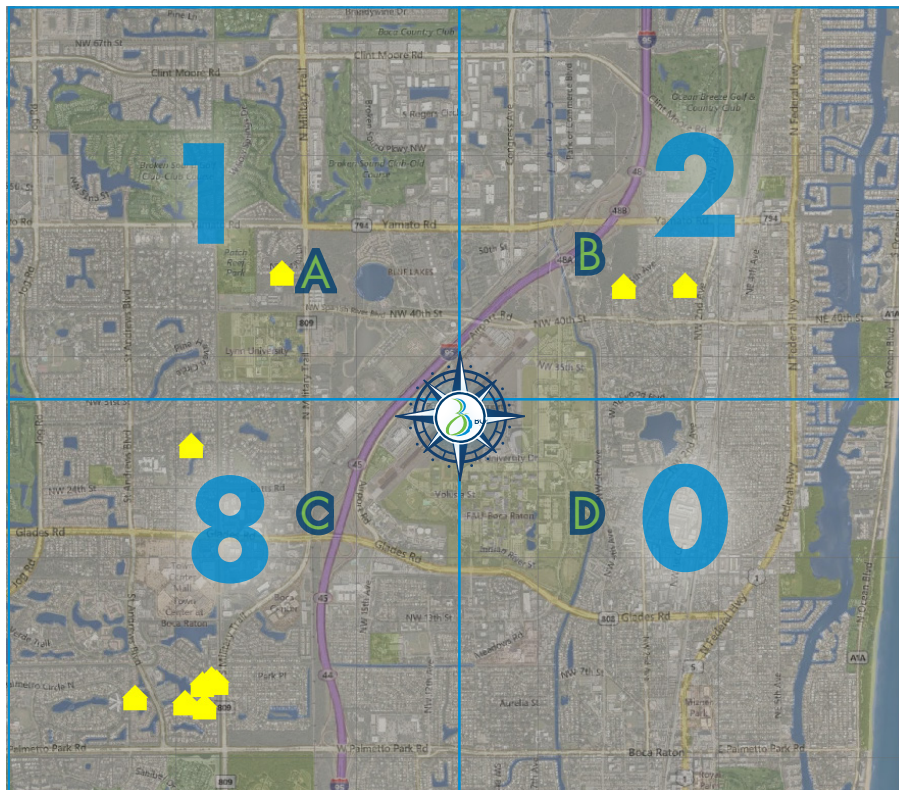


**Avgas:** Aviation gasoline designed for use in piston-engine aircraft.  
**Chart 4:** Month of February 2019 deliveries of Avgas in gallons compared to February 2020 deliveries of Avgas.

# FEBRUARY 2020

# NOISE ABATEMENT REPORT

## NOISE CONCERNS BY HOUSEHOLD 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.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Ross Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	272
Wolf Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	202
Alison Bolah	Wimbledon Villas	C	N/A	N/A	Low and Loud	20
Arash Rahi	Wimbledon Villas	C	N/A	N/A	Low and Loud	20
Adam Cogley	Wimbledon Villas	C	N/A	N/A	Low and Loud	18
Michael Cybulski	Timbercreek	C	T	5	Low and Loud	8
Lorna Johnson	Wimbledon Villas	C	N/A	N/A	Low and Loud	2
Barbara Daddario	Town Place Club Villas	C	A	5	Low and Loud	1
Joann Tarantino	University Hill	B	A	23	Low and Loud	1
Joann Landon	Boca Hills	B	O	N/A	Helicopter	1
George Vallario	The Preserve	A	O	N/A	Helicopter	1

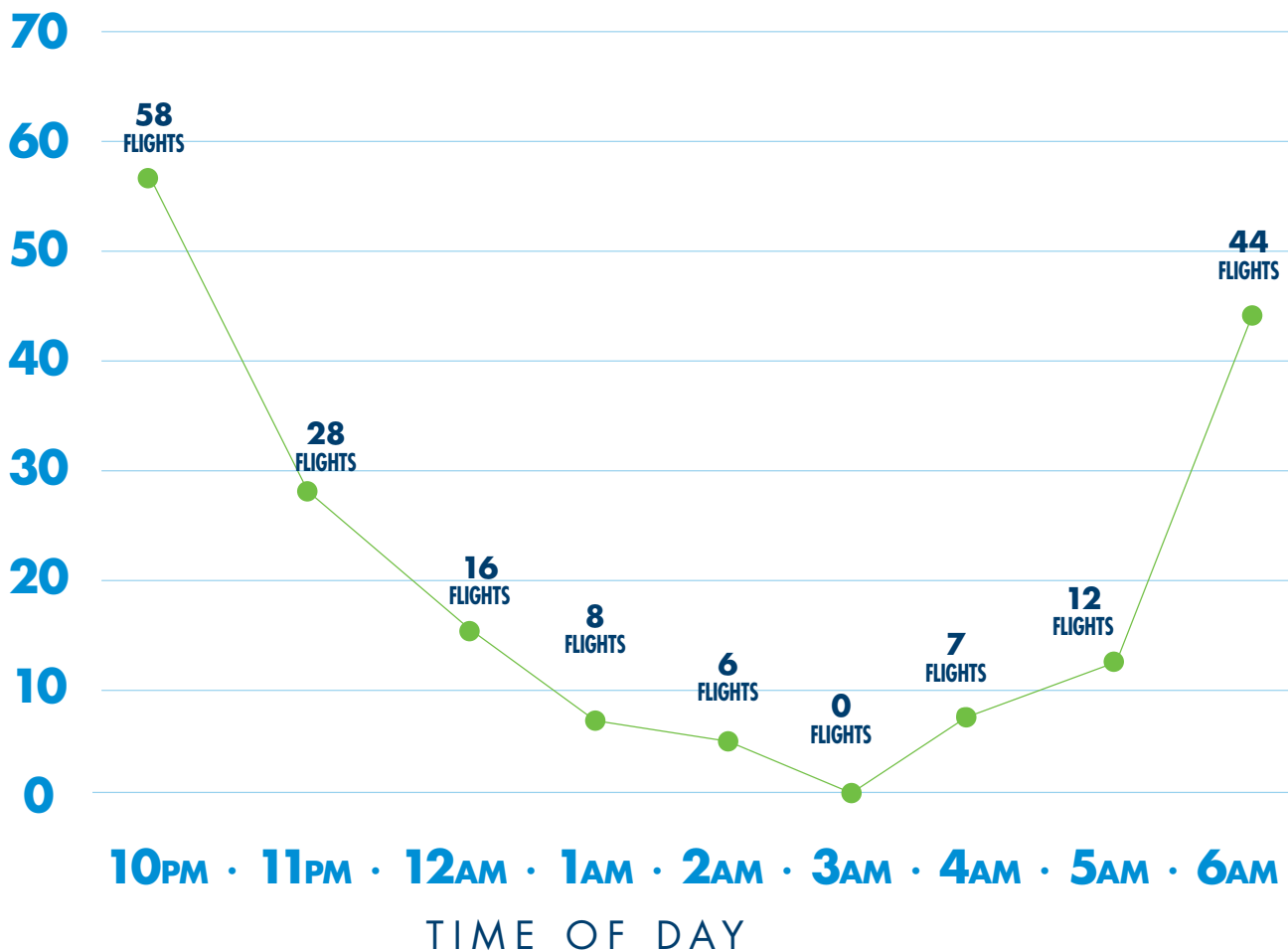
**Chart 6:** List of callers who submitted noise concerns via telephone, email, or on our website during the month of February.

FEBRUARY 2020

# NOISE ABATEMENT REPORT

**172**  
**TOTAL NIGHT OPERATIONS**

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING **VOLUNTARY**  
CURFEW PROCEDURES

**125**  
**OPERATIONS**

**Chart 7:** 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 February 2020.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT



165

**FLIGHTS &  
OPERATIONS**



771

**PASSENGERS**

**Charts 8 & 9:** Total operations and total passengers during the month of February 2020.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT



**VESSELS**



**PASSENGERS**

**Charts 10 & 11:** Total operations and and total passengers during the month of February 2020.

FEBRUARY 2020

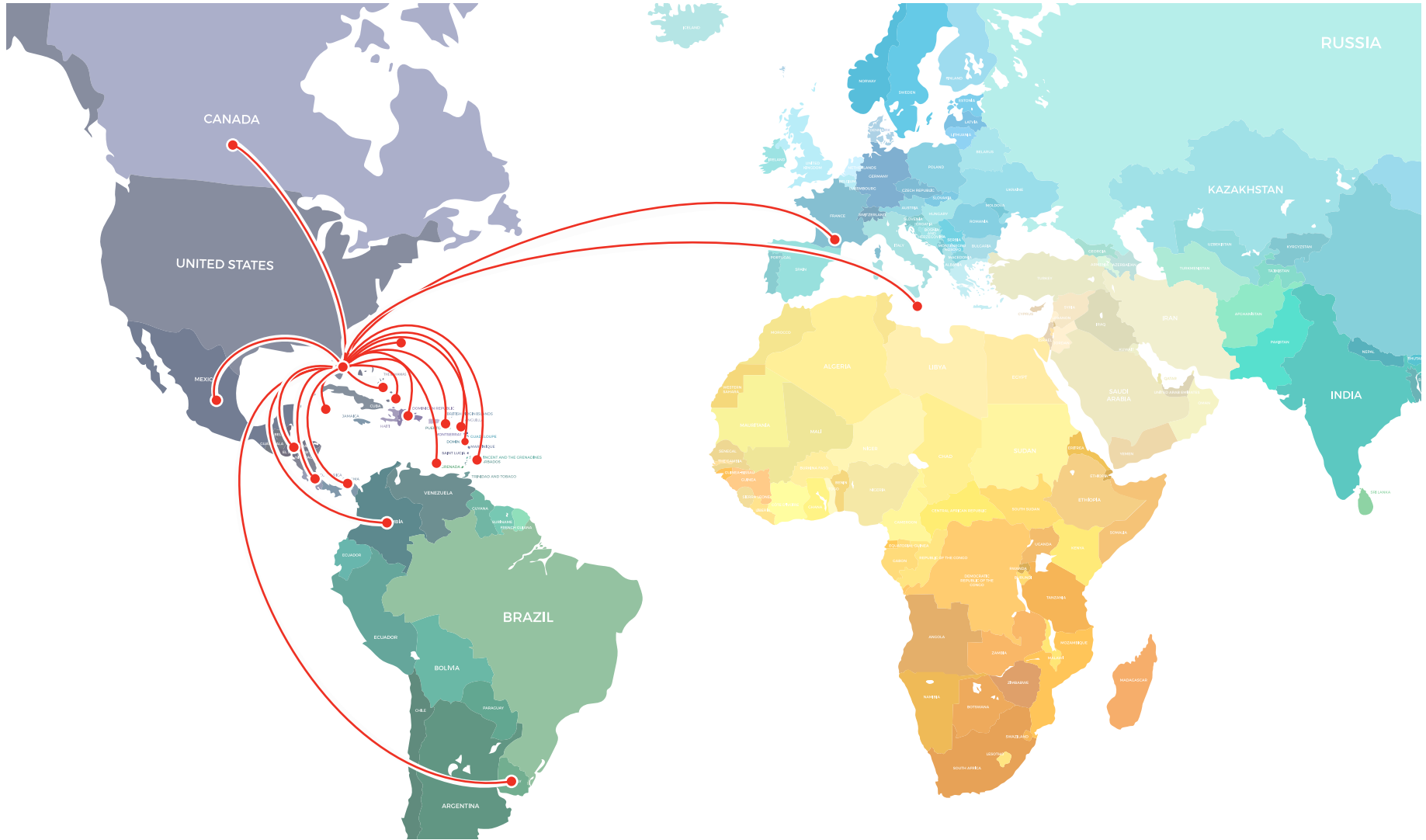
# CUSTOMS OPERATIONS REPORT

Country	No. of Flights
Bahamas	97
Canada	21
St. Martin	6
Turks & Caicos	6
Costa Rica	4
Mexico	3
Anguilla	2
Antigua	2
Aruba	2
Bermuda	2
Cayman Islands	2
Colombia	2
Dominican Republic	2
France	2
St Vincent	2
Barbados	1
Bonaire	1
Grand Cayman Islands	1
Honduras	1
Malta	1
Panama	1
St Kitts	1
Switzerland	1
US Virgin Islands	1
Uruguay	1

**Chart 14:** Total flights into BCT mapped by country of origin.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT



**Chart 15:** Total flights into BCT mapped by country of origin.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT

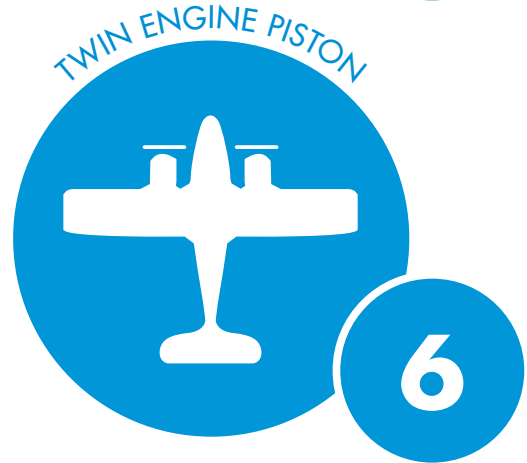


Chart 16: Total operations by type of aircraft.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

# 46

CLEARINGS



# 5 OUT OF 66

DURING **VOLUNTARY CURFEW**

**Chart 17:** An afterhours clearing refers to any aircraft who clears Customs outside of their normal hours of operation. These hours are Thursday - Monday from 10:30 - 18:30. This includes all aircraft who clear on Tuesdays and Wednesdays. Voluntary Curfew hours clearings refer to any aircraft who clears customs between the hours of 22:00 – 07:00.

FEBRUARY 2020

# CUSTOMS OPERATIONS REPORT



**Chart 18:** February 2019 total clearings compared to February 2020.





# Memo

To: Melvin Pollack, Chair and Authority Members  
From: Robert Abbott, Operations and Finance Analyst  
Date: April 15, 2020  
RE: **Operations and Noise Abatement Report, March 2020**

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## **AGENDA ITEM – IX - B**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of March. This report is derived from the Air Traffic Control Tower operations report.

During the month of March 2020, there were 6,575 operations reported by the Tower, which is a 17% decrease from the operations reported in March 2019.

Deliveries of Jet A fuel were 29% less than in March of the previous year. Avgas deliveries were down 48% compared to March 2019.

There were 686 noise calls made by 13 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 165 aircraft cleared Customs from 21 different countries and there were one vessel clearings. There were 51 afterhours clearings. Of these flights, 28 cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT



**MARCH  
2020**

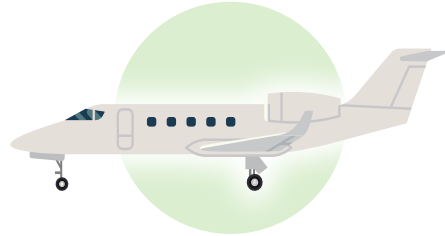
MARCH 2020

# OPERATIONS REPORT



30%

TRAINING



41%

IFR

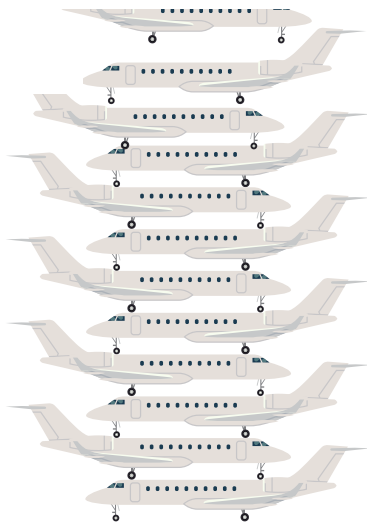


29%

VFR

## OPERATIONS BREAKDOWN

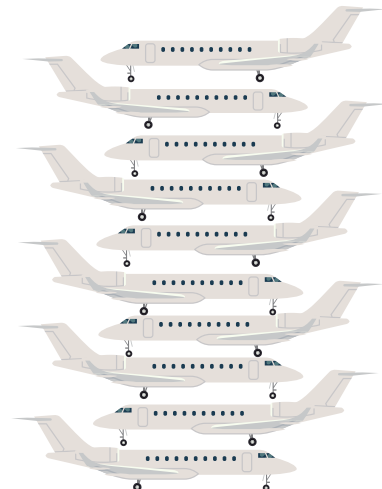
**Chart 1:** Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



7,914

MARCH 2019

-17%



6,575

MARCH 2020

## TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

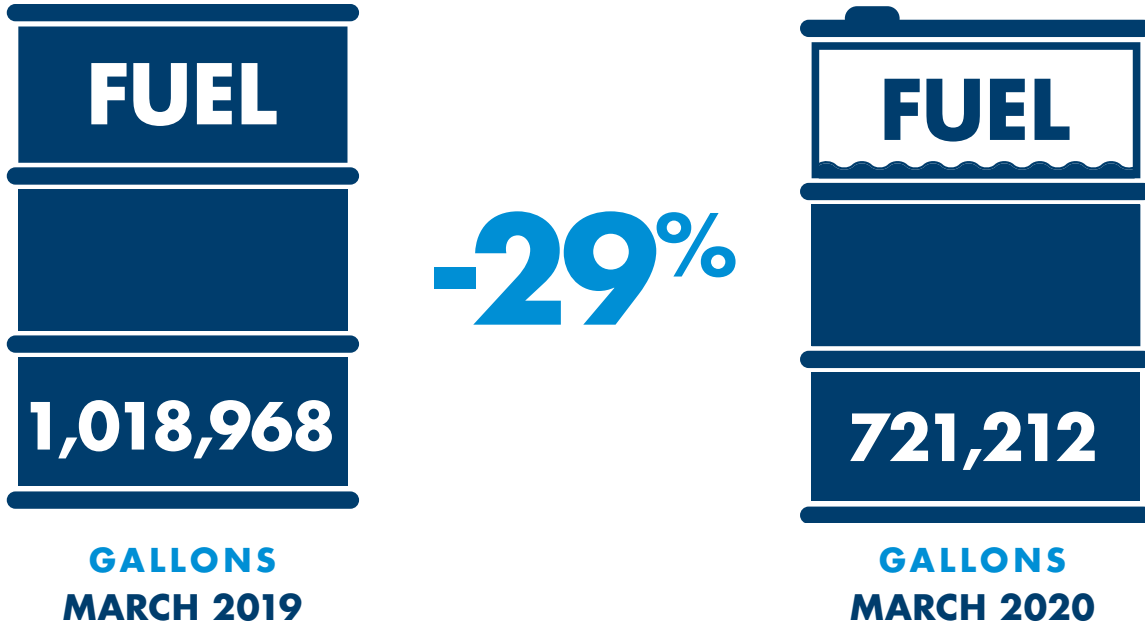
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### ABBREVIATIONS:

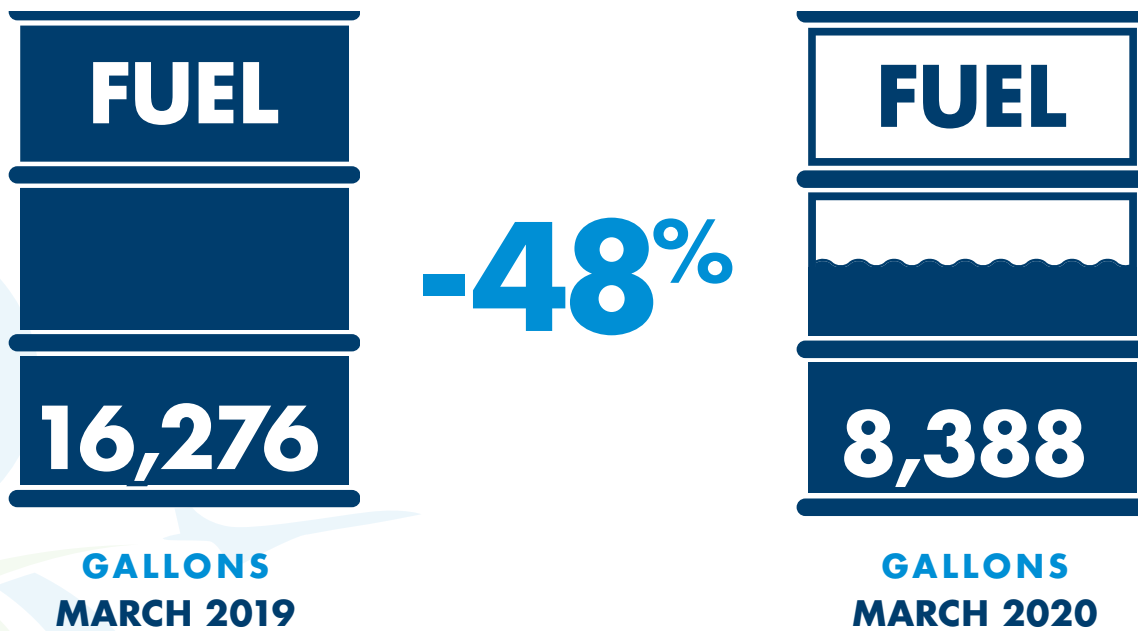
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MARCH 2020

# OPERATIONS REPORT



**JET A FUEL REPORT**  
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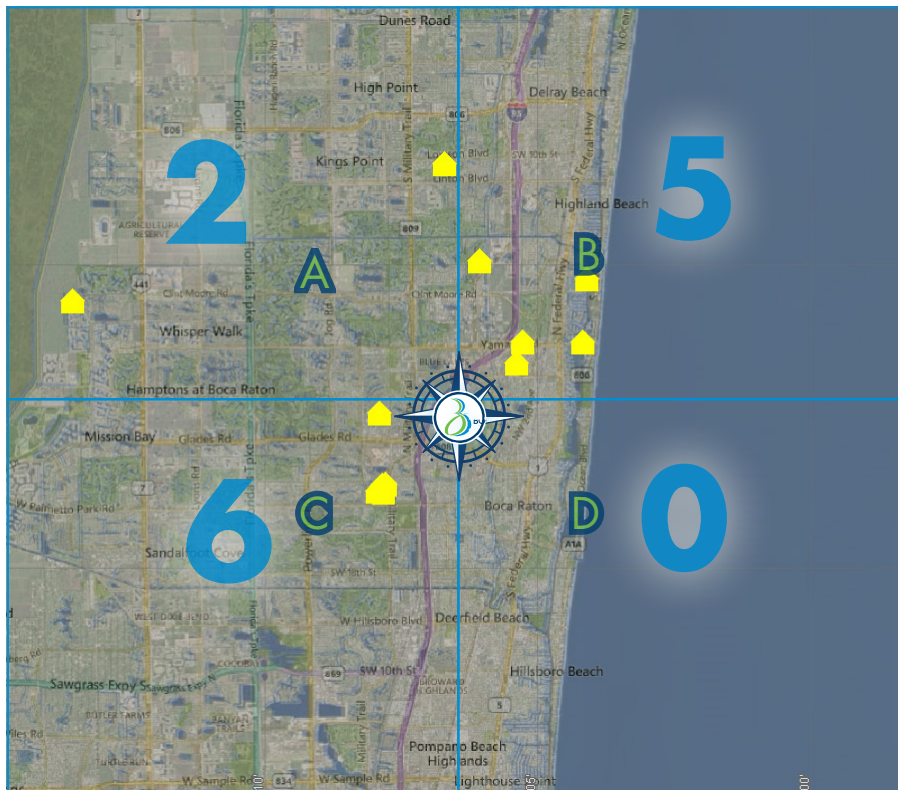


**AVGAS FUEL REPORT**  
**Avgas:** Aviation gasoline designed for use in piston-engine aircraft.  
**Chart 4:** Month of March 2019 deliveries of Avgas in gallons compared to March 2020 deliveries of Avgas.

MARCH 2020

# NOISE ABATEMENT REPORT

## NOISE CONCERNS BY HOUSEHOLD 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.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Ross Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	293
Wolf Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	248
Adam Cogly	Wimbledon Villas	C	N/A	N/A	Low and Loud	85
Alison Bolah	Wimbledon Villas	C	N/A	N/A	Low and Loud	24
Michael Cybulski	Timbercreek	C	T	5	Low and Loud	23
Paul Vasil	N/A	B	O	N/A	Low and Loud	3
Catherine Wolff	N/A	B	N/A	N/A	Low and Loud	2
Edward Jensen	Boca Hills	B	A	5	Low and Loud	2
Peter Pinter	Boca Country Club	B	T	5	Low and Loud	2
Julia Lomonico	Timbercreek	C	A	23	Low and Loud	1
David Lawrie	N/A	A	N/A	N/A	Low and Loud	1
Linda Akdag	N/A	B	O	N/A	Low and Loud	1
Scott Weaver	N/A	A	A	23	Loud and Loud	1

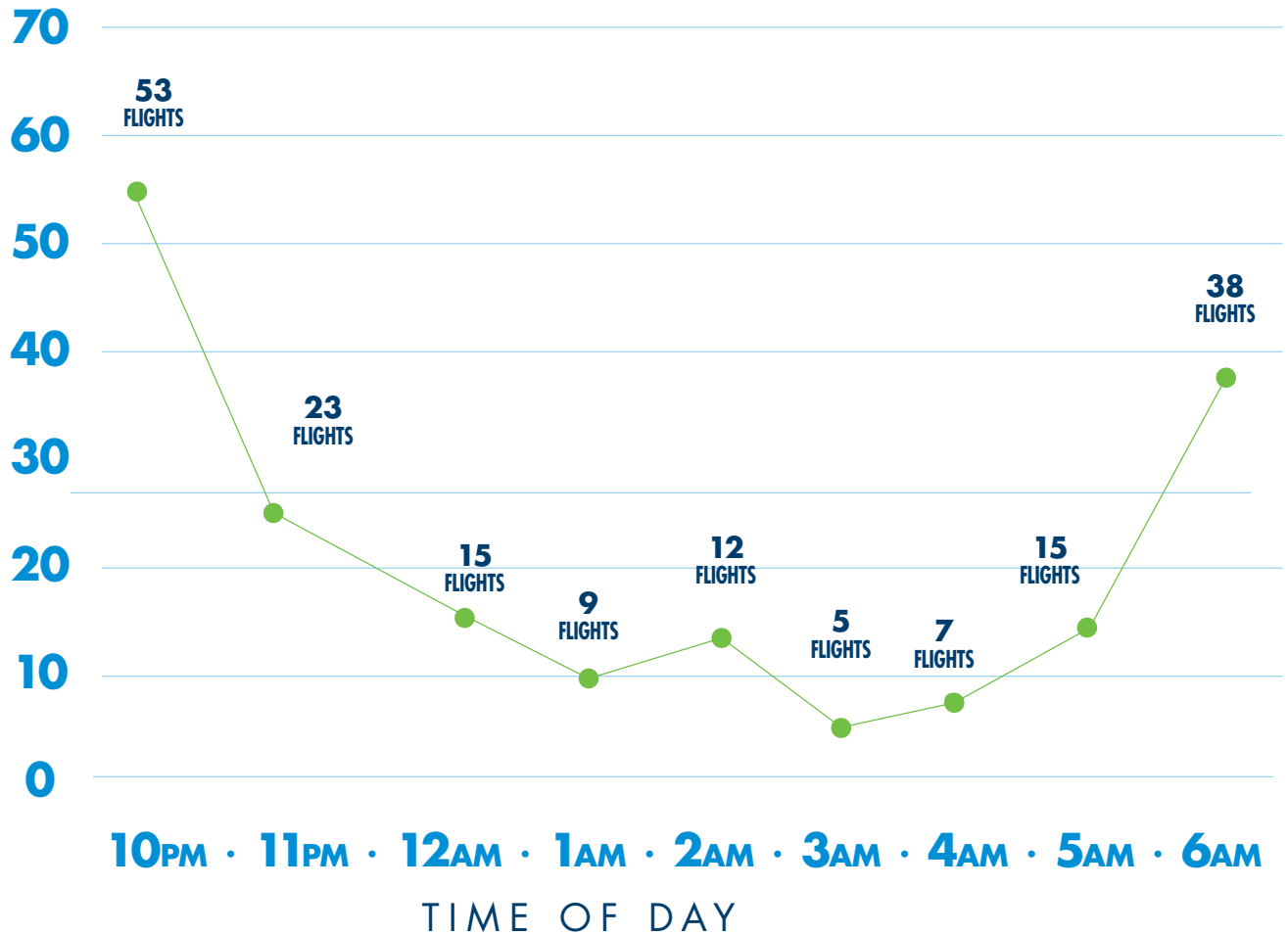
**Chart 6:** List of callers who submitted noise concerns via telephone, email, or on our website during the month of March.

MARCH 2020

# NOISE ABATEMENT REPORT

**177**  
**TOTAL NIGHT OPERATIONS**

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING **VOLUNTARY**  
CURFEW PROCEDURES

**120**  
**OPERATIONS**

**Chart 7:** 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 March 2020.

MARCH 2020

# CUSTOMS OPERATIONS REPORT



165

**FLIGHTS &  
OPERATIONS**



718

**PASSENGERS**

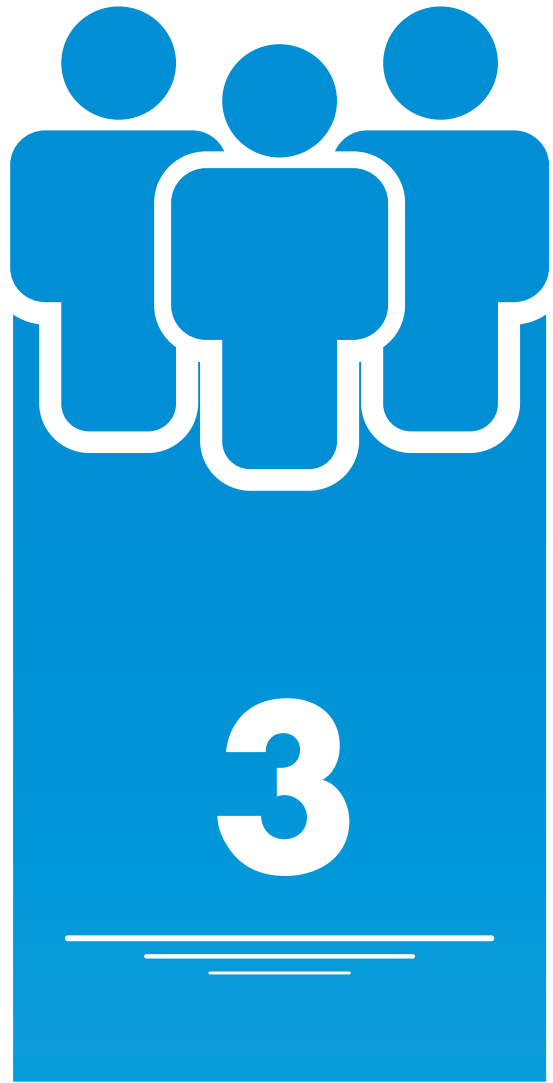
**Charts 8 & 9:** Total operations and total passengers during the month of March 2020.

MARCH 2020

# CUSTOMS OPERATIONS REPORT



**VESSELS**



**PASSENGERS**

**Charts 10 & 11:** Total operations and and total passengers during the month of March 2020.

MARCH 2020

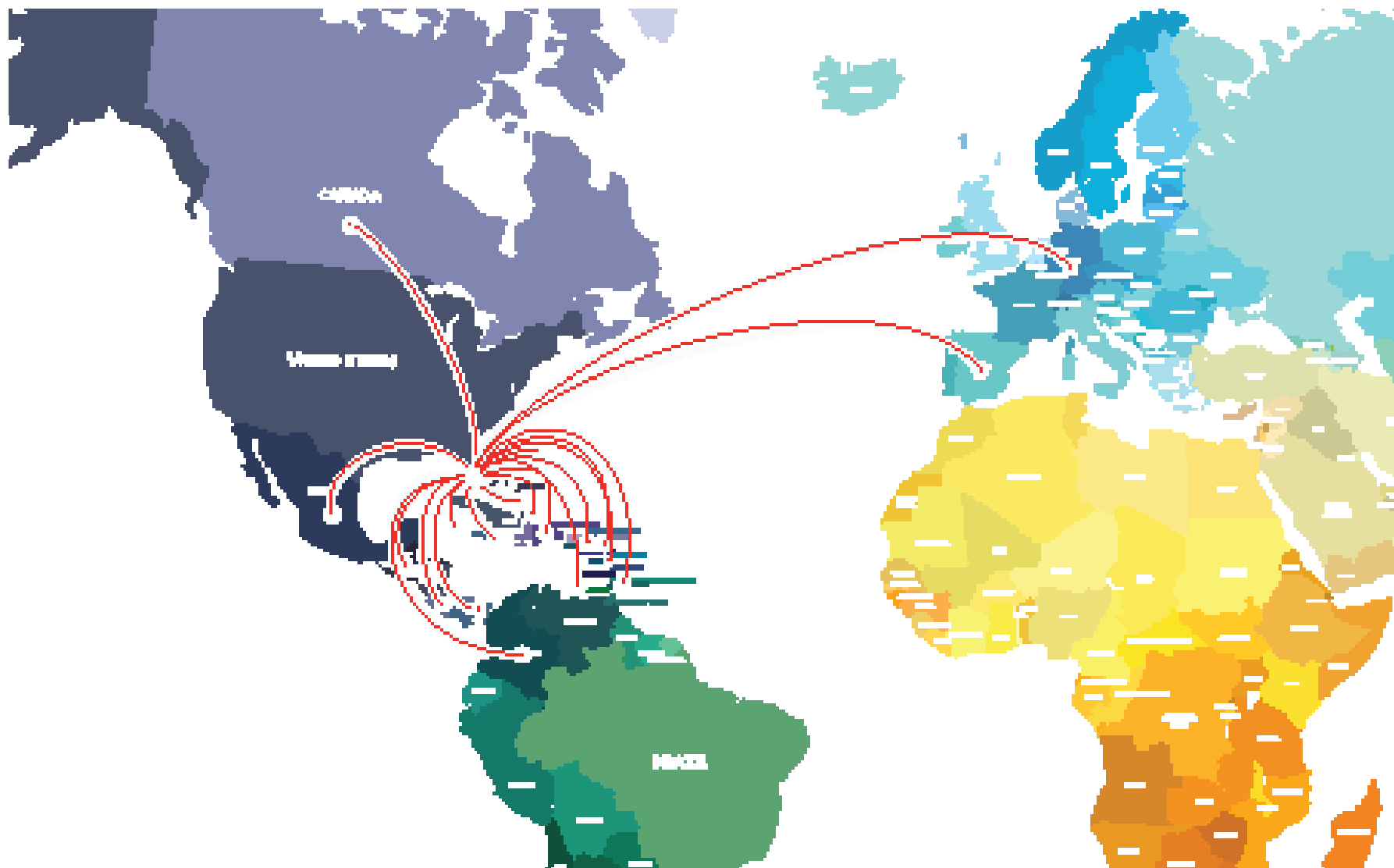
# CUSTOMS OPERATIONS REPORT

Country	No. of Flights
Bahamas	71
Canada	43
Cayman Islands	9
St. Martin	9
Mexico	8
Colombia	3
Turks & Caicos	3
US Virgin Islands	3
Bermuda	2
Costa Rica	2
Dominican Republic	2
Spain	2
Anguilla	1
Barbados	1
Bonaire	1
Germany	1
Guatemala	1
Jamaica	1
Panama	1
St. Bart's	1
St. Lucia	1

**Chart 14:** Total flights into BCT mapped by country of origin.

MARCH 2020

# CUSTOMS OPERATIONS REPORT



**Chart 15:** Total flights into BCT mapped by country of origin.

MARCH 2020

# CUSTOMS OPERATIONS REPORT

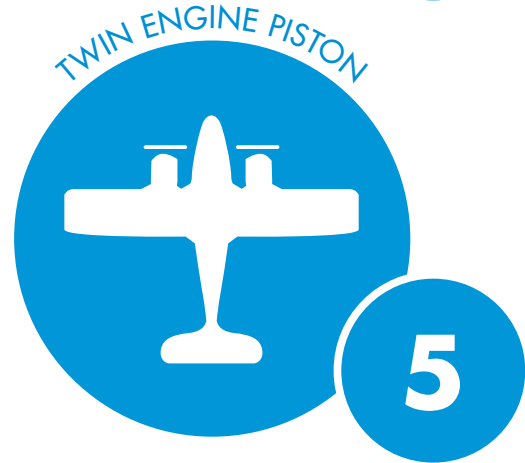
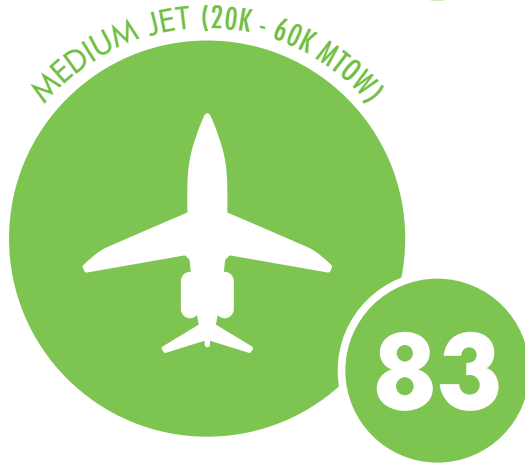
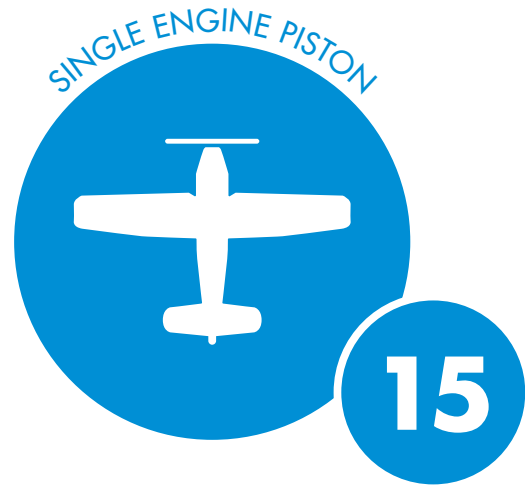


Chart 16: Total operations by type of aircraft.

MARCH 2020

# CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

# 51

## CLEARINGS



# 2 OUT OF 51

## DURING VOLUNTARY CURFEW

**Chart 17:** An afterhours clearing refers to any aircraft who clears Customs outside of their normal hours of operation. These hours are Thursday - Monday from 10:30 - 18:30. This includes all aircraft who clear on Tuesdays and Wednesdays. Voluntary Curfew hours clearings refer to any aircraft who clears customs between the hours of 22:00 – 07:00.

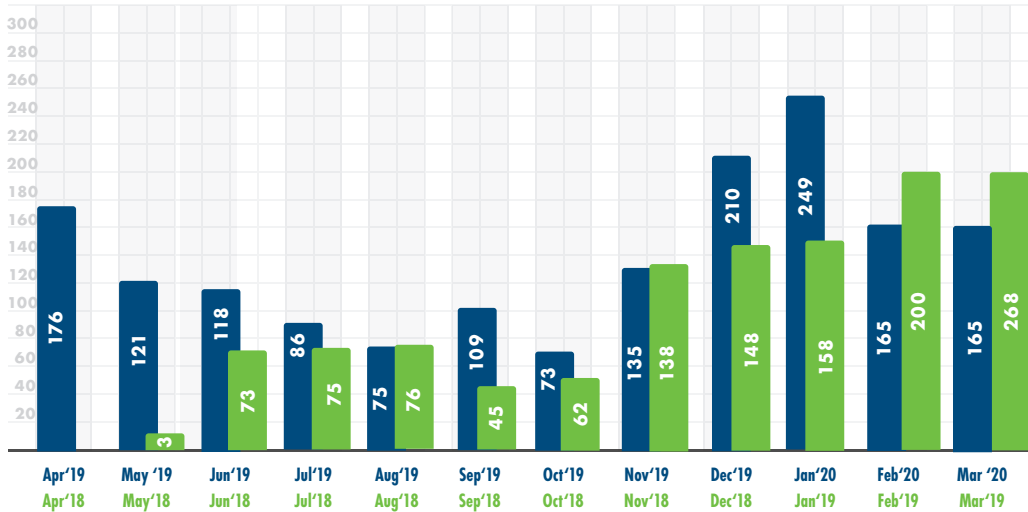
MARCH 2020

# CUSTOMS OPERATIONS REPORT



Chart 18: March 2019 total clearings compared to March 2020.

## Monthly - Customs Operations





# Memo

To: Melvin Pollack, Chair and Board Members  
From: Travis Bryan, Operations Manager  
Date: March 18, 2020  
RE: **Airport Projects Update – Removed by Airport Management**

---

## **AGENDA ITEM – IX - B**

### **Airport Road Beautification Project:**

This project encompasses the resurfacing of roadway pavements, relocation of sidewalk, bike lane installation, tenant entrance enhancements, and undergrounding of utilities to better withstand storm events. The project is currently at 90% design phase with the finalization of FP&L utility plans in the coming weeks and is expected to be bid this summer.

### **Stormwater Enhancements:**

This project encompasses the relocation of the primary stormwater outflow headwall to off Airport property. This enhances upkeep and maintenance of the system and removes a wildlife hazard as there will no longer be an open source of water accessible on property. The bid period for this project closed on March 10<sup>th</sup>. Airport Management and the Airport engineers are currently reviewing bids received. A recommendation to award a contract to the lowest responsive and responsible bidder will be made at the April 15, 2020 Board Meeting for a projected summer construction period.

### **ATCT Glass Replacement:**

a contract was executed in January with A-Christian Glass company to provide and install replacement impact resistant windows. The project is currently waiting on submittals from vendor to be reviewed and approved by the Airport engineers. The project is expected to be completed over the summer.

### **Geographic Information System Phase 1:**

This project encompasses the implementation of an integrated Geographic Information System (GIS) to assist in the collection and maintenance of Airport and aeronautical data.

The first phase of the project consists of the collection of data and installation of required hardware. When completed the Airport Layout Plan (ALP) and other CAD drawings for utilities and plans will be converted to a GIS format and added to the geodatabase. The project is currently at 85% completion.

**Taxiway Connector Widening:**

This project consists of the widening of multiple taxiway entrances to tenant aprons to accommodate the enhanced volume of larger aircraft utilizing the airport. Providing a larger paved area meeting current design standards will enhance safety and efficiency of aircraft movements especially during peak traffic periods such as during TFR periods. Another portion of this project will be the replacement of the current Precision Approach Path Indicator (PAPI) lighting system with a new LED based system enhancing safety and providing a reduction in maintenance expense. This project will be advertised for bid on the week of March 16<sup>th</sup>, with construction expected to begin over the summer.



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Scott Kohut, Deputy Director  
Date: April 15, 2020  
RE: **Supplemental Joint Participation Agreement – Stormwater Drainage System Upgrades**

---

## **AGENDA ITEM – IX - D**

In June 2018 the Airport Authority entered into Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for 33% of total project cost not to exceed \$150,000 for design and construction of stormwater drainage system upgrades. The project consists of extending two culverts to the Airport property line, which will improve drainage and help reduce wildlife and maintenance issues. The original project contemplated Federal participation at \$150,000 and Airport participation of \$150,000. Based on FAA input, the Federal share was deferred to the upcoming Master Plan project, which will include a drainage master plan, and the overall budget was reduced to \$300,000.

This Supplemental Joint Participation Agreement adjusts the level of FDOT funding to 50% participation not to exceed \$150,000, allowing the Airport Authority to maximize the available State funding.

Airport Management recommends approval of Resolution No. 04-08-20 of the Boca Raton Airport Authority accepting the Supplemental Joint Participation Agreement with the State of Florida Department of Transportation for Storm Drainage System Upgrades at the Boca Raton Airport.

**RESOLUTION 04-09-20**

**A Resolution of the Boca Raton Airport Authority approving a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation (FDOT) for Storm Drainage System Upgrades**

**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**, the Authority wishes to improve stormwater runoff and reduce ponding in certain low points of the Airport and expand the stormwater infrastructure systems to other areas on or adjacent to the Airport;

**WHEREAS**, in June 2018 the Authority entered into a Joint Participation Agreement with the State of Florida Department of Transportation for 33% of project costs not to exceed \$150,000 for Stormwater Drainage System Upgrades;

**WHEREAS**, the Authority desires to enter into a Supplemental Joint Participation Agreement with ("FDOT") for Financial Project No. 437967-1-94-01 (the "SJPA") for a Storm Drainage System Upgrades (the "Project"), which is attached hereto as Exhibit A, in order to make these improvements;

**WHEREAS**, under the SJPA, FDOT's total participation is limited to \$150,000, or 50% of eligible project costs, and the Authority's participation is limited to \$150,000, or 50% of eligible project costs.

**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 APRIL 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the SJPA and authorizes the Chair or Vice-Chair to execute the SJPA on its behalf.
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 04-09-20.
4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 04-09-20.

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of April 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James R. Nau**  
Secretary & Treasurer

---

**Melvin Pollack**  
Chair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

725-030-07  
PUBLIC TRANSPORTATION  
12/18

Number: 1

Page 1 of 5

Financial Project No(s): <u>437967-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal No.: DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF592205856001</u>
Contract No.: <u>ASB05</u>	Catalog of Federal Domestic Assistance Number: _____	Catalog of State Financial Assistance Number: <u>55.004</u>
CFDA Title: _____	CSFA Title: <u>Aviation Brant Program</u>	

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department,  
and The Boca Raton Airport Authority.

hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on 7/27/2018, entered into a Joint Participation Agreement;  
and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$150,000.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.0 Project Description:** The project description is amended

Storm Drainage System Upgrades

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

725-030-07  
PUBLIC TRANSPORTATION  
12/18

Page 2 of 5

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased /  decreased by \$150,000.00

bringing the revised total cost of the project to \$300,000.00.

Paragraph 4.00 of said Agreement is  increased/  decreased by \$0.00

bringing the Department's revised total cost of the project to \$150,000.00

**3.00 Amended Exhibits:**

Exhibit(s) B&D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement 12/31/20.

**5.00 E-Verify**

Vendors/Contractors:

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

Financial Project No(s): \_\_\_\_\_  
437967-1-94-01

Contract No. ASB05 \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated 7/27/2018 \_\_\_\_\_ and any subsequent supplements shall remain in full force and effect.

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

AGENCY

FDOT

\_\_\_\_\_  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Steven C. Braun, P.E.  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Director of Transportation Development  
TITLE

Financial Project No(s): \_\_\_\_\_  
437967-1-94-01

Contract No. ASB05 \_\_\_\_\_

Agreement Date: \_\_\_\_\_

**ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and The Boca Raton Airport Authority, dated 7/27/2018.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Removing federal funds and matching Local funds at 50%.

I.	<u>Project Cost:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
		\$450000.00	\$300,000.00	\$-150,000.00
	Total Project Cost	\$450,000.00	\$300,000.00	\$ 0.00
II.	<u>Fund Participation:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
	Department:	\$150,000.00	\$150,000.00	\$ 0.00
	Agency:	\$150,000.00	\$150,000.00	\$ 0.00
	Total Project Cost	\$300,000.00	\$300,000.00	\$ 0.00

---

Comments:

Federal Funding has been removed from this project.

## EXHIBIT

### AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

##### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** AVIATION DEVELOPMENT GRANTS  
**CSFA Number:** 55.004  
**\*Award Amount:** \$ | 50,000.00

\*The state award amount may change with supplemental agreements

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

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

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

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



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Scott Kohut, Deputy Director  
Date: April 15, 2020  
RE: **Contract Award – ITB 2020-BRAA-01 Stormwater Drainage Systems Improvements**

---

## **AGENDA ITEM – IX - E**

The Boca Raton Airport Authority released Invitation to Bid (ITB) 2020-BRAA-01 Stormwater Drainage Systems Upgrade in February 2020. The project involves extending 72-inch drainage pipes to the Airport property line and regrading the area to avoid ponding in order to address wildlife and maintenance issues.

The bidding closed on March 10<sup>th</sup> with six bids received. The Airport's General Consultant, Ricondo & Associates and Disadvantaged Business Enterprise (DBE) Consultant, Dickey Consulting, deemed the apparent low bid from LCCI Construction of \$265,200 as non-responsive due to a lack of good faith effort in meeting the project's DBE goal of 7.5%. The consultants deemed the second lowest bid of \$286,248 from Anzco, Inc. responsive.

Airport Management recommends approval of Resolution No. 04-10-20 awarding the contract for Stormwater Drainage Systems Upgrade to Anzco, Inc. in the amount of \$286,248.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 04-10-20**

**A Resolution by the Boca Raton Airport Authority awarding contract for Invitation to Bid 2020-BRAA-01 Stormwater Drainage Improvements**

**WHEREAS**, The Boca Raton Airport 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**, on February 9, 2020 Airport Management issued Invitation to Bid No. 2020-BRAA-001 – Stormwater Drainage Improvements (the 'ITB');

**WHEREAS**, the Authority received six responses to the ITB;

**WHEREAS**, the Authority's General Consultant and Disadvantaged Business Enterprise Consultant (Consultants) deemed the apparent low bidder, LCCI Construction as non-responsive;

**WHEREAS**, the Consultants deemed the second low bidder, Anzco, Inc. responsive;

**WHEREAS**, the Authority wishes to award the Contract for Stormwater Drainage Improvements to Anzco, Inc.;

**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 APRIL 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby awards the contract for Stormwater Drainage Improvements to Anzco, 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 04-10-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 04-10-20.

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of April 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James Nau**  
Secretary & Treasurer

---

**Melvin Pollack**  
Chair

(if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Bidders which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.

15. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the BRAA Procurement Code, which may be found at [www.bocaaairport.com](http://www.bocaaairport.com).
16. **Battery Disposal:** The Bidder must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
17. **Dun & Bradstreet Report Requirement:** The BRAA may review the Bidder's rating and payment performance to assist in determining a Bidder's responsibility when being evaluated for a contract award.
18. **State of Florida Division of Corporations Requirements:** It is the Bidder's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations. BRAA will review the Bidder's business status based on the information provided in response to this solicitation. If the Bidder is an out-of-state or foreign corporation or partnership, the Bidder must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Bidder must remain in good standing throughout the contractual period of performance.

### Bid Preparation Checklist

- Bid Form (BRAA Form BID002)
- Bid Price Form (BRAA Form BID002-1)
- Contract Time and Liquidated Damages Disclosure (BRAA Form BID002-2)
- Prime Contractor Work (BRAA Form BID002-3)
- Designation of Subcontractors (BRAA Form BID002-4)
- Bid or Proposal Bond (BRAA Form BID002-5)
- Bid Guarantee – Unconditional Letter of Credit (BRAA Form BID002-6)
- Schedule 1 List of Proposed DBE Subcontractors (BRAA Form BID002-7)
- Schedule 6 DBE Subcontractor and Supplier Solicitation Sheet (BRAA BID002-8)

- Bidder Compliance Certificate – FAA Grants (BRAA Form BID002-9)
- Bidder Compliance Certificate – FDOT Grants (BRAA Form BID002-10)
- Sworn Statement Regarding Public Entity Crimes (BRAA Form BID002-11)
- Trench Safety Affidavit (BRAA Form BID002-12)
- Bidder Information Sheet (BRAA Form BID002-13)
- Subcontractor Information Sheet (BRAA Form BID002-14)
- Buy American Certification (BRAA Form BID002-15)
- Notice and Certification Regarding Foreign Participation (BRAA Form BID002-16)
- Construction Change Proposal (BRAA Form BID002-17)
- Payment Bond (BD001)
- Performance Bond (BD002)
- Certificate as to Corporate Principal (BRAA Form BD003)

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BID FORM (Form BID002)



TO: Boca Raton Airport Authority  
903 NW 35<sup>th</sup> Street  
Boca Raton, Florida 33431

BID NUMBER: 2020 BRAA - 001

DATE: 3/10/20

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled:

STORM DRAIN IMPROVEMENTS - CULVERT EXTENSION

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

ADDENDA

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

Addendum #	<u>1</u>	dated	<u>2/21/20</u>
Addendum #	<u>2</u>	dated	<u>3/4/20</u>
Addendum #		dated	
Addendum #		dated	

TIME

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

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

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

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

ACCEPTANCE OF BID

BIDDER understands and agrees that the Boca Raton Airport Authority ("BRAA") reserves the right to accept or reject any or all bids submitted for a period of up to one hundred twenty (120) calendar days from date of bid opening. Bidder further understands and agrees that its Bid shall remain an open offer, which the BRAA may accept, for one hundred twenty (120) calendar days regardless of the acceptance of another Bid during that period. Bidder agrees that it will not withdraw its Bid for said period of time. The Bidder understands and agrees that BRAA reserves the right to accept or reject any or all alternates, without regard to the listed order.

PRIME CONTRACTOR/SUBCONTRACTOR WORK DESIGNATION

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

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

Respectfully Submitted,

ANZCO INC  
(Name of Bidding Firm)

By: 

Print Name: JOHN B. ZAR  
Title: PRESIDENT

Address: 9471 CANONDAK CIRCLE SOUTH  
BOCA RATON, FL. 33439  
1009 NW 31 ST AVE  
POYPAVO BEACH, FL. 33069

FLORIDA STATE CONTRACTOR DATA:

License Number: CGC1518065

Classification: CERTIFIED GENERAL CONTRACTOR

Monetary Limit: UNLIMITED

**BID PRICE FORM**  
**(Attachment No. 1 to the Bid Form; BID002-1)**

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

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

Base Bid TOTAL: \$ 286,248.00

In words: TWO HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED FORTY EIGHT  
DOLLARS AND 00/100

Project Alternatives (If Applicable)

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

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

Bid Number: 2020 - BAAA - 001  
Task Number: 59A

Date: 3/10/20

**BASE BID**

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	P-100-1	Mobilization	LS	1	18725.00	18725.00
2	P-102-1	Safety, Security, Temporary 7' Tall (Min) Fence	LS	1	7078.00	7078.00
3	P-156-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	3500.00	3500.00
4	P-110-1	Clearing/Grubbing	LS	1	2500.00	2500.00
5	P-110-2	Demolish Fence	LF	325	6.20	2015.00
6	P-120-1	Muck Excavation	CY	950	20.00	19,000.00
7	P-120-2	Borrow Excavation (Fill)	CY	1,750	10.00	17,500.00
8	P-110-2	Demolish Endwall	EA	1	7300.00	7300.00
9	P-110-3	Demolish Revetment	SF	800	4.00	3200.00
10	P-570-1	Hydroseed and Mulch	SY	2,000	3.00	6000.00
11	P-570-2	Staked Bahia Sod on Jute Reinforcing Fabric	SY	350	6.00	2100.00
12	P-430-1	Dual 72" Pipe	LF	75	1930.00	144,750.00
13	P-476-1	Straight Endwall, Dual 72"	LS	1	31680.00	31680.00
14	P-550-1	Wildlife Exclusion Chain Link Fence	LF	100	70.00	7000.00
15	P-550-2	Chain Link Fence Mounted on End Wall	LF	50	50.00	2500.00
16	W-103	Allowance Account	ALL	1	\$10,000.00	\$10,000.00

TOTAL BID AMOUNT = \$ 286,248.00

(in writing): Two Hundred Eighty Six Thousand Two Hundred Forty Eight Dollars

**CONTRACT TIME AND LIQUIDATED DAMAGES DISCLOSURE  
(Attachment No. 2 to the Bid Form; BID002-2)**

PROJECT NAME: STORM DRAIN IMPROVEMENTS - CULTIVAT EXTENSION

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

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

As detailed in Section 3.2 of the Contract:

COMPLETION TYPE	DURATIONS	LIQUIDATED DAMAGES FOR DELAY
Project Administrative Period	30 calendar days from issuance of Administrative Notice to Proceed (Material Procurement Period)	NA
*Airfield Re-opening	15 Minute	\$500.00 per 15-minute interval
Substantial Completion (Construction Period)	60 calendar days from issuance of the Construction Notice to Proceed	\$500 per day
Final Completion (Close-out)	30 calendar days from achievement of Substantial Completion	\$250 per day

\*\$500.00 in damages for each 15-minute delay in the airfield reopening or portion thereof. Ex.-18 minute late reopening will result in \$1000.00 liquidated damages. The time of airfield reopening will be determined using the Owner provided clock. The Contractor may inspect the clock at the start of each night's work.

Due to the BRAA's constraints and overall project completion requirements, the Contractor shall complete the work within the calendar day durations specified from the date of issuance of the Notice to Proceed, and as stipulated in Article 3 of the Contract. Should the Contractor fail to complete the time-limited work by the durations specified, the BRAA will suffer damages and will be entitled to liquidated damages as set forth above.

AUZCO INC  
(Name of Bidding Firm)

BY: 

VOID  
SEE ADD #2

**PRIME CONTRACTOR WORK**  
 (Attachment No. 3 to the Bid Form; BID002-3)

PROJECT NAME: STORM DRAINAGE IMPROVEMENT - CULVERT EXTENSION

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

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

Item	Description Of Work	Contract Amount
1. P-110-1 CLEANUP/GROUTING	CLEANUP & GROUTING	\$ 2500.00
2. P-476-1 DUAL 72" PIPE	DUAL 72" PIPE	\$ 144,750.00
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
<b>TOTAL DOLLAR VALUE OF CONTRACTOR WORK:</b>		\$ 147,250.00
<b>PERCENT OF WORK TO BE PERFORMED BY CONTRACTOR:</b>		% 51.4

Name of Bidder: ALIZCO INC

BIDDERS LICENSE NUMBER: CGC1518065 MONETARY LIMIT: \_\_\_\_\_

BIDDERS CERTIFICATION NUMBER: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**  
(Attachment No. 4 to the Bid Form; BID002-4)

PROJECT: STORM DRAINAGE IMPROVEMENTS - CIVIL WORK (EXTRAS)

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

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

Name, Address and Telephone Number of Subcontractor	Type and Description of Work to be Performed	Subcontractor's License or Certification Number*	Contract Amount
1. TROPIC FENCE 1808 NW 21ST BOCA RATON, FL 954-978-1200	FENCING		\$ 16027.50
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
<b>TOTAL DOLLAR VALUE OF SUBCONTRACTOR PARTICIPATION:</b>			\$ 16027.50
<b>PERCENT SUBCONTRACTOR PARTICIPATION:</b>			% 5.5

\*Subcontractor's Certification Number Must Be Provided.

Name of Bidder: AZCO INC.

**BID OR PROPOSAL BOND**  
**(Attachment No. 5 to the Bid Form – Form BID002-5)**



KNOW ALL MEN BY THESE PRESENTS: That we, ANZCO Inc., 9671 Carousel Circle South  
Boca Raton, FL 33434, as Principal (Bidder), and FCCI Insurance Company, 6300 University Parkway  
Sarasota, FL 34240-8424, as Surety, are held and firmly bound unto the Boca  
Raton Airport Authority (the "Obligee"), in full and just sum of FIVE PERCENT (5%) of  
the actual total of the Bid referred to herein, in lawful money of the United States of  
America, to be paid to the Obligee, to which payment will and truly to be made we bind  
ourselves, our heirs, executors, administrators, successors and assignees, jointly and  
severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a Bid to the Obligee in response to  
Invitation to Bid No. Bid No. 2020 - BRAA-001 - Storm Drain Improvements - Culvert Extension  
(the "Invitation to Bid").

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

SIGNED, SEALED AND DATED THIS 10th day of March, 2020.

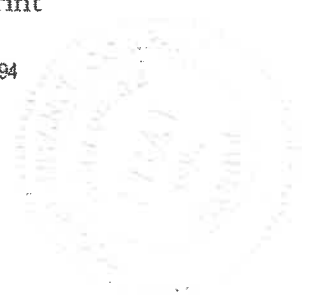
**NAME OF SURETY:** FCCI Insurance Company

By:   
Florida Licensed Insurance  
Agent or Attorney-in-Fact

Jorge L. Bracamonte, Attorney-In-Fact  
& Florida Licensed Resident Agent  
Type/Print

Inquiries: (321) 800-6594

Countersigned:



**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Jorge L Bracamonte**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00). \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

*Craig Johnson*

Craig Johnson, President  
 FCCI Insurance Company



*Cina Welch*

Cina Welch, EVP, General Counsel,  
 Chief Audit & Compliance Officer, Secretary  
 FCCI Insurance Company

State of Florida  
 County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



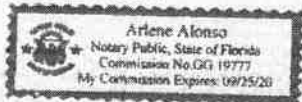
*Arlene Alonso*

Notary Public

State of Florida  
 County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



*Arlene Alonso*

Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 10<sup>th</sup> day of March, 2020

*Cina Welch*

Cina Welch, EVP, General Counsel,  
 Chief Audit & Compliance Officer, Secretary





**SCHEDULE 6  
DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET  
(Attachment No. 8 to the Bid Form; BID002-8)**

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION  
 BIDDER: ANZCO INC

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

Project Name: STORM DRAINAGE IMPROVEMENTS Telephone: 321-800-6594

Firm Name: JCA SURETY GROUP LLC

Address: 123 ZELMA STREET  
ORLANDO, FL 32803

Construction Bond Waived: Yes  No

**DBE Firm:**

Company Name and Contact Person	<u>JCA Surety Group, LLC</u>
Address and Zip Code	<u>123 Zelma St. STE A Orlando, FL 32803</u>
Telephone Number and Area Code	<u>321.800.6594</u>
DBE Certification	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input checked="" type="checkbox"/>
Type of Subcontract or Materials	<u>Surety Bonds</u>
Date Contacted (cert. mail, fax, phone)	_____
Quote Received	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Dollar Amount	<u>\$ 7,560.00</u>

**SCHEDULE 6  
DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET  
(Attachment No. 8 to the Bid Form; BID002-8)**

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

BIDDER: ANZCO INC

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

Project Name: STORM DRAINAGE IMPROVEMENTS Telephone: 954-978-1250

Firm Name: TROOK FENCE INC.

Address: 1864 NW 21ST STREET  
POPLAR BEACH, FL. 33069

Construction Bond Waived: Yes  No

**DBE Firm:**

Company Name and Contact Person TROOK FENCE INC

Address and Zip Code 1864 NW 21ST STREET POPLAR BEACH, FL.

Telephone Number and Area Code 954-978-1250 33069

DBE Certification MBE  WBE  DBE

Type of Subcontract or Materials FENCING

Date Contacted (cert. mail, fax, phone) 3/5/20

Quote Received YES  NO

Dollar Amount \$ 16027.00



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

3/9/2020

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:  
ANZCO INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 3/9/2023**

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

**SCHEDULE 6 Cont.  
DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET  
(Attachment No. 8 to the Bid Form; BID002-8)**

Reasons for Not using this Firm

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

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

Signature: \_\_\_\_\_  
(Authorized Representative)

COMPLETE ONE FORM FOR EACH SOLICITATION OF SUBCONTRACTOR OR SUPPLIER:

NOT  
USED

NAME OF BIDDER: AUZCO INC.

**BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS  
(Attachment No. 9 to the Bid Form; BID002-9)**

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

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

This sworn statement is submitted by:

Name of BIDDER: AUZCO INC

FEIN of BIDDER: 20-8203440

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

- Title 49, U.S.C., subtitle VII, as amended.
- Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- Hatch Act - 5 U.S.C. 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 40C U.S.C. 4601, et seq.
- National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- Clean Air Act, P.L. 90-148, as amended.
- Coastal Zone Management Act, P.L. 93-205, as amended.
- Flood Disaster Protection Act of 1973 - Section 102(a) - 40C U.S.C. 4012a.
- Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- Rehabilitation Act of 1973 - 29 U.S.C. 794.
- Title VI of the Civil Rights Act of 1964 (40C U.S.C. § 2000d et seq., 78 stat. 252S) (prohibits discrimination on the basis of race, color, national origin);
- Americans with Disabilities Act of 1990, as amended, (40C U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- Age Discrimination Act of 1975 - 40C U.S.C. 6101, et seq.
- American Indian Religious Freedom Act, P.L. 95-341, as amended.
- Architectural Barriers Act of 1968 -40C U.S.C. 4151, et seq.
- Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- Copeland Anti-kickback Act - 18 U.S.C. 874.
- National Environmental Policy Act of 1969 - 40C U.S.C. 4321, et seq.
- Wild and Scenic Rivers Act, P.L. 90-540C, as amended.
- Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252S).

**BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont.  
(Attachment No. 9 to the Bid Form; BID002-9)**

- Executive Order 11246 - Equal Employment Opportunity
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- Executive Order 12898 - Environmental Justice
- 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].
- 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- 14 CFR Part 150 - Airport noise compatibility planning.
- 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- 29 CFR Part 1 - Procedures for predetermination of wage rates.
- 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- 49 CFR Part 20 - New restrictions on lobbying.
- 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

**BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont.  
(Attachment No. 9 to the Bid Form; BID002-9)**

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

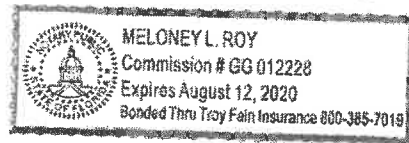
Certified and attested on behalf of BIDDER by: AUZCO INC  
on this 6 day of MARCH, 2020.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2020  
on behalf of AUZCO INC by JOHN B. EAM  
its PRESIDENT. He/she is personally known to me or has produced  
as identification and did ( ) did not ( ) take an oath.

[Seal]

Meloney L. Roy  
NOTARY PUBLIC



**BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS  
(Attachment No. 10 to the Bid Form; BID002-10)**

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

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

This sworn statement is submitted by:

Name of BIDDER: AU2CO INC

FEIN of BIDDER: 20-8208440

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

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- Florida Building Code
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

Certified and attested on behalf of BIDDER by: JOHN D. ZAK  
on this 10 day of MARCH, 2020.

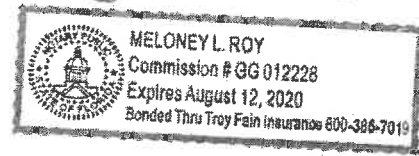
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

**BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS Cont.**  
**(Attachment No. 10 to the Bid Form; BID002-10)**

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2020  
on behalf of ADSCO INC by JOHN B. ZAK  
its DESIGN. He/she is personally known to me or has produced  
as identification and did ( ) did not ( ) take an oath.

[Seal]

*Meloney L. Roy*  
NOTARY PUBLIC



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES  
ON PUBLIC ENTITY CRIMES  
(Attachment No. 11 to the Bid Form; BID002-11)**

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTERNS/D

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

This sworn statement is submitted by:

Name of BIDDER: AD2CO INC

FEIN of BIDDER: 20-8208440

BIDDER hereby certifies and attests:

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

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

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

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES  
ON PUBLIC ENTITY CRIMES Cont.  
(Attachment No. 11 to the Bid Form; BID002-11)**

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

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

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

AND

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES  
ON PUBLIC ENTITY CRIMES Cont.  
(Attachment No. 11 to the Bid Form; BID002-11)**

Certified and attested on behalf of BIDDER by: ADZCO INC  
on this 10 day of MARCH, 2020.

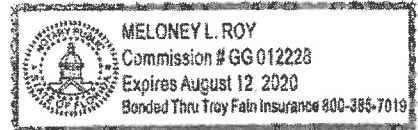
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2020  
on behalf of ADZCO INC by JOHN B. ZAL  
its President. He/she is personally known to me or has produced  
as identification and did ( ) did not ( ) take an oath.

[Seal]

*Meloney L. Roy*  
NOTARY PUBLIC

**END OF SWORN STATEMENT - PUBLIC ENTITY CRIMES**



### TRENCH SAFETY AFFIDAVIT (Attachment No. 12 to the Bid Form; BID002-12)

Project: STOLEY DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

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

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

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

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost per Linear Foot of Trench, or Per Square Foot of Shoring
<u>OPEN TRENCH</u>	<u>SLOPE</u>	<u>\$ 15.00/LF - 160LF</u>
		\$
		\$
		\$
		\$
		\$
	Total:	\$

Certified and attested on behalf of BIDDER by: AUZCO INC.  
on this 6 day of MARCH, 2020

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2020  
on behalf of AUZCO INC. by JOHN B. ZAK  
its DEVELOPER. He/she is personally known to me or has produced  
as identification and did ( ) did not ( ) take an oath.

[Seal]

Meloney L. Roy  
NOTARY PUBLIC  
MELONEY L. ROY  
Commission # GG 012228  
Expires August 12, 2020  
Bonded Third Party Error Insurance 500,395,7019

**BIDDERS INFORMATION SHEET**  
(Attachment No. 13 to the Bid Form; BID002-13)

Project: STORM DRAINAGE IMPROVEMENTS - CONULUT EXTENSION

BIDDER shall complete and submit this form with its proposal.

FIRM'S NAME: ANZCO INC

ADDRESS: 9071 CANONEL CIRCLE SOUTH BOCA RATON, FL. 33477  
1009 NW 31ST AVE BOYDTON FL. 33069

TELEPHONE: 561-699-3602

FAX: 954-532-2424

EMAIL ADDRESS: J2AL@ANZCOINC.COM

DATE OF INCORPORATION: 1/2007

# OF YEARS IN BUSINESS: 13

FIRM'S ANNUAL GROSS RECEIPTS: \$ 3.2 MILLION YEAR: 2019

CERTIFIED DBE: [ ] YES [x] NO

NON-DBE: [x] YES [ ] NO

ANZCO INC. IS A PALM BEACH COUNTY SBR  
CERTIFICATE ATTACHED

**Palm Beach County  
Office of Small Business Assistance**

Certifies That

**ANZCO, Inc.**

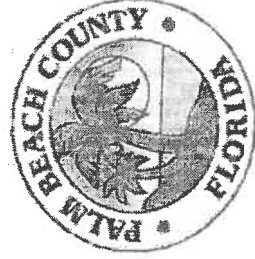
**Vendor #VC0000128796**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the  
Palm Beach County Code for a three year period from  
November 4, 2018 to November 3, 2021*

The following Services and/or Products are covered under this certification:

**Construction, Curb & Gutter (Includes Maintenance, Repair & Removal)  
Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)  
Masonry, Concrete and Stucco Maintenance, Finishing and Repair (Includes Inside  
Concrete Sawing and Grouting Work)  
Wall and Ceiling Repair and Replacement (Including Drywalling)**

Palm Beach County Board of County Commissioners



Melissa McKinlay, Mayor  
Mark Bernard, Vice Mayor  
Hal Volzheim  
Paulene Burdick  
Dave Kerner  
Steven L. Abraons  
Mary Lou Berger

County Administrator  
Verdenia C. Baker

**Allen F. Gray, Manager**

10/26/2018

**SUBCONTRACTOR INFORMATION SHEET**  
(Attachment No. 14 to the Bid Form; BID002-14)

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

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

FIRM'S NAME: TROPIC FENCE INC

ADDRESS: 1864 NW 21 STREET  
POMPANO BEACH, FL 33069

TELEPHONE: 954 978-1250

FAX: \_\_\_\_\_

EMAIL: TROPICFENCE@BELLSOUTH.NET

DATE OF INCORPORATION: 1/8/1986

# OF YEARS IN BUSINESS: 34

FIRM'S ANNUAL GROSS RECEIPTS: \$ 4,200,000.00 YEAR: 2019

CERTIFIED DBE: [ ] YES [x] NO

NON-DBE: [x] YES [ ] NO

SUBCONTRACTOR'S QUOTE: \$ \_\_\_\_\_

TYPE OF WORK: fence and gates

**BUY AMERICAN CERTIFICATE (JAN 1991)  
(Attachment No. 15 to the Bid Form; BID002-15)**

Airport Sponsor: Boca Raton Airport Authority

Project: STORM DRAINAGE IMPROVEMENTS - CULVERT EXTENSION

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

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

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

\* \* \* \* \*

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

**BUY AMERICAN CERTIFICATE (JAN 1991) Cont.  
(Attachment No. 15 to the Bid Form; BID002-15)**

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

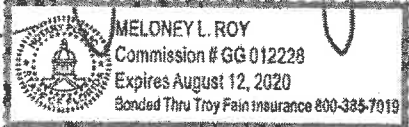
- The BIDDER hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The BIDDER further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate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

Certified and attested on behalf of BIDDER by: AUZZCO, INC. on this 6 day of MARCH, 2020.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2020 on behalf of AUZZCO INC by JOHN D. ZAL its PRESIDENTS. He/she is personally known to me or has produced as identification and did ( ) did not ( ) take an oath.

[Seal]

*Meloney L. Roy*  
 NOTARY PUBLIC  


**NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION  
(Attachment No. 16 to the Bid Form; BID002-16)**

Project: STORM DRAIN IMPROVEMENTS - CULVERT EXTENSION

BIDDER: ANZCO INC

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

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

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

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

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

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

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

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

**NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION  
Cont.**

**(Attachment No. 16 to the Bid Form; BID002-16)**

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

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

Certified and attested on behalf of BIDDER by: AD2CO INC  
on this 6 day of MARCH, 2020.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2020  
on behalf of AD2CO INC by Job No 294  
its President. He/she is personally known to me or has produced  
as identification and did ( ) did not ( ) take an oath.

[Seal]

Meloney L. Roy  
NOTARY PUBLIC  
MELONEY L. ROY  
Commission # GG 012228  
Expires August 12, 2020  
Bonded Thru Troy Pain Insurance 800-386-7019





The foregoing Standard FDOT Requirements and Certifications is hereby acknowledged, agreed to, and certified and attested on behalf of BIDDER by: AUZCO INC on this 9 day of MARCH, 2020.

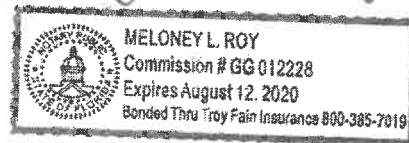
STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 9 day of MARCH, 2020 on behalf of AUZCO INC by JOHNSON B. ZAK its President  He/she is personally known to me or has produced  as identification and did  did not ( ) take an oath.

[Seal]

Meloney L. Roy  
NOTARY PUBLIC



**ADDENDUM NO. 1**  
**TO THE CONSTRUCTION DOCUMENTS**  
**FOR THE**  
**STORM DRAINAGE IMPROVEMENTS PROJECT**  
**BOCA RATON AIRPORT**  
**BOCA RATON, FLORIDA**

Project funded by:

**FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**

February 21, 2020

PAGE 1 of 1

**TO: ALL HOLDERS OF CONTRACT DOCUMENTS**

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

This addendum includes the following (see attachments):

1. **Pre-Bid Conference Meeting Minutes** (w/sign-in sheet; all attendees)

Acknowledged:  John B. Zak signature of Bidder

Name of Bidder: Aurco Inc Date: 3/4/20



## MEETING MINUTES

**Pre-Bid Conference  
for  
Storm Drainage System Improvements  
at  
Boca Raton Airport**

**Task 59A**

**PROJECT FUNDED BY:**  
Florida Department of Transportation  
and  
Boca Raton Airport Authority

**Tuesday, February 18, 2020  
2:00 PM  
Boca Raton Airport**

### 1. INTRODUCTIONS

Introductions were made and a sign-in sheet was provided for all participants to sign and provide bidder contact information (see attached sign-in sheet)

### 2. OWNER OF PROJECT

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

Executive Director  
Deputy Director  
Operations Director

Clara Bennett  
Scott Kohut  
Travis Bryan

### 3. AIRPORT'S GENERAL CONSULTANT

**Ricondo & Associates, Inc.**  
1000 NW 57<sup>th</sup> Court, Suite 920  
Miami, FL 33126-3511  
Phone: (305) 260-2727  
Fax: (305) 260-2728

Project Manager

Bryce A. Wagner (bwagner@ricondo.com)

#### 4. DESIGN TEAM

##### CIVIL ENGINEER

American Infrastructure Development (AID)  
37 North Orange Avenue, Ste. 500  
Orlando, Florida 32801  
Tel: 407-906-6611

Mark Jansen (mjansen@aidinc.us)

#### 5. BID SUBMITTAL DATE

Tuesday, March 10, 2020, 2:00 pm, Local Time  
Boca Raton Airport (BCT)  
903 NW 35<sup>th</sup> Street  
Boca Raton, Florida 33431  
Attn: Travis Bryan, Operations Director  
Phone: (561) 391-2202 x209

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

6. **BID DOCUMENTS** - Plans and Specifications are available digitally on the BRAA website
- Contract Manual (Invitation to Bid, Instruction to Bidders, Bid Documents, Contract Documents)
  - Technical Specifications
  - Drawings

For access to bid documents contact Travis Bryan at Boca Raton Airport. Contact information provided above.

Note that a geotechnical investigation was not completed for this project.

#### 7. PROJECT DATA

- Demolition of existing end wall
- Clearing and grubbing
- Excavations
- 80 lineal feet of double 72" reinforced concrete pipe
- Concrete end wall construction
- Miscellaneous demolition, clearing and grubbing, demucking, hauling
- AOA fence demo and installation
- New embankments and site restoration (grading, sodding)

It was noted by contractors that the detail for the concrete collar to be constructed at the 72' RCP point of connection indicates a portion of existing end wall below grade to remain. This will be an allowable method of construction in accordance with the detail.

The temporary construction fence line along the bottom of the canal was discussed. The location of the berm in the ditch bottom to facilitate dewatering and the designated room to work was discussed.

The Engineer and Airport will revisit the work limits and coordinate with FAU regarding the possibility of extending the proposed work area.

Equipment and boom heights were discussed and the possible impact on airspace surfaces. The contractors stated boom heights of 60" could be possible. The Airport consultant stated the equipment list could be submitted with proposed boom heights for review and coordination.

The question was asked if the end wall could be precast. This would be a means and methods matter and can either be precast or cast in place. Endwalls may be cast-in-place or precast construction. Cast-in-place endwalls shall conform to the details in the plans/FDOT index 430-033. Precast construction which adheres to this Index, including any additional reinforcement required for handling which shall be determined by the Contractor or supplier, does not require additional approvals.

Well points and dewatering requirements were discussed. Dewatering is an optional item of work and the need for can be determined on-site by the contractor. Discharge from the culvert into the same canal used for conveyance is allowable.

### 7.1. Bid Form

Schedule A – Storm Drainage System

Allowance Accounts (W-103)

- General Building Allowance Account

The General Building Allowance Account (above) is an allowance (ALL) to be used at the sole discretion of the Boca Raton Airport Authority for unforeseen costs directly related to the project, per the provisions of the contract for changes.

Basis for Award will be determined as described on in the Bid Form documents.

Quantities for embankments were discussed. Payment for monthly payment estimate purposes will be processed as yards per truck load. Final payment for all embankments will be determined and adjusted by final as-built survey data.

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

The Airport discussed badging requirements for Airfield access. The fees have been identified and Airfield security will be addressed with the low responsive bidder and low responsive bidder employees during the 30-day administrative phase for the project. Non-badged personnel will require an escort by other badged personnel.

Airfield access will be provided through either Gate 1 at the south end of the runway, or through gate 24 at the Airport administration building. Gate 1 access will require caution when passing through the EMAS access area. The low responsive bidder will coordinate access for deliveries with the Airport at the beginning of the project.

## 8. CONTRACT TERM AND SCHEDULE

### 8.1 Construction Schedule

Administrative Activities Period (NTP)	30	Calendar Days
Notice to Proceed (NTP -- Construction Period)	60	Calendar Days
Substantial to Final Completion (close-out)	30	Calendar Days
Total (Calendar Days are Cumulative)	120	Calendar Days

### 30-Day Administrative Activities Period

- Quality Control Plan
- Safety Plan
- Submittals for Long Lead Items
- CPM Schedule with Critical Milestones

The administrative period and submittal requirements were discussed. In addition to the noted submittals, badging for airfield access can also be competed during this 30-day period.

The initial NTP for the administrative period will be issued to the low responsive bidder after execution of the contract.

The construction period for all construction activities is 60-days. A separate NTP for the construction NTP will be issued upon completion of the 30-day administrative period.

### 8.2 Liquidated Damages

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

### 9. DBE PARTICIPATION - BRAA REQUIREMENTS

- 7.5% DBE Goal

The DBE goal for the project is 7.5%. All bidders must fulfill the DBE formwork requirements provided in the bid forms.

DBE compliance evaluations will be determined by the Airport with the contractor's monthly payment application submittals.

### 10. CONTRACTOR STAGING AREA

Staging area will be available at the project site as indicated in the bid documents.

The project staging areas are indicated on the drawings. Primary staging areas were identified and discussed for the immediate work area. The low responsive bidder should review the staging area in the immediate work area and confirm the space is suitable for RCP pipe quantity deliveries and equipment. If necessary, the low responsive bidder can spread out pipe delivery dates and/or discuss with the Airport optional staging areas that may be available.

### 11. PERMITTING

Low responsive bidder shall file Notice of Intent to Florida Department of Environmental Protection (FDEP) for ALL Permits and Licenses required for the Construction Work (SWPPP NOI).

The drawings include a SWPPP for erosion control and permitting purposes. The low responsive bidder will be responsible for obtaining the permit and payment for associated fees.

Note that the contractor will be responsible for obtaining the SFWMD dewatering permit and paying the permit fee.

### 12. PROJECT SPECIFIC ITEMS OF WORK:

- Dewatering and discharge (wet or dry allowed)
- Sodding
- Clearing and grubbing on FAU property

- Temp fence requirements
- Burying permanent fence
- Procedure for muck removal

The sodding is to be FDOT certified sod.

The scope of work for the fencing line items was discussed. The scope of work includes the demolition of the existing fence, a temporary construction fence during the construction phase, and new fence installation at the Airport property line. The Engineer confirmed that a portion of the fence would be attached to the top of the new end wall. The fence will include a portion buried below grade to guard against burrowing animals and is to be grounded per the notes and details provided in the drawings.

Muck removal quantities will be determined during the final estimate of quantities based on survey data provide by the low responsive bidder. Measurement of excavation and embankment will be by the methods described in Section 120.

### 13. CLARIFICATIONS/REQUESTS FOR INFORMATION

All questions pertaining to design and construction must be in writing. E-mail all questions to: Travis Bryan, Operations Director, at [travis@bocaaairport.com](mailto:travis@bocaaairport.com). **Last date to submit questions is Tuesday, March 3, 2020, 2:00 PM EST.**

Bidder questions and clarifications regarding the design and bid documents will be accepted until March 3, 2020, 2:00 PM. All questions will be responded to in writing and issued to all plan holders in writing in Addendum.

### 14. OPEN DISCUSSION

Addendum #1 will be issued with the pre-bid conference meeting minutes and the sign-in sheet with all participant contact information.

Soil borings and reporting for the project were not performed for the project. The line item for demucking and embankments are both unit price and final quantities will be processed for payment at low responsive bidder provided unit prices.

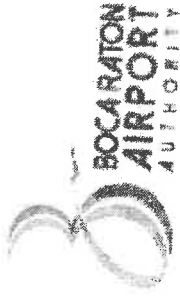
The insurance requirements for the project are to include FAU as co-insured for the project. This requirement is addressed in the Insurance section of the Contract Documents for the project, along with direction to the Airport Authority website.

The 72" RCP is a FDOT designated class III pipe.

This is not a federally funded project. Davis-Bacon wage rates will not apply.

An access manhole west of the runway 5 end can be used to plug pipes and pump out water for bypassing the work area. Pumps must be set outside of the runway object free area, but hoses may be laid on the grass and the roadway surface, as long as traffic can be maintained on the airport service road.

BOCA RATON AIRPORT AUTHORITY  
 Storm Drainage System Improvements  
 Task 59A - Pre Bid Conference



February 18, 2020

Name	Representing	Phone	e-mail
BLAKE A WAGNER Scott Kebab	Rinconco + Assoc Bog Broom Super Bath Centerline ETC.	907 947 8604 561-391-7208 561-345-2367	bwagner@rinconco.com scott@bocairport.com
NEIL SHULTON Chase Fullerin	Pattern Construction Group	(954) 649-5406	Estimating@centerlineinc.com chase@centerlineinc.com
AMANDA FERNANDES Luis Falcon	ANZCO INC Falcon Contracting	561-699-3000 561-965-9481	yan@anzcoinc.com falcocontracting@comcast.net
Glen Walters	Danto Builders		
David Pollio	Danto Builders	(954) 595-9451	david@dantobuilders.com
Greg Danto	Danto Builders	561 441 2747	cdanto@dantobuilders.com
Rafael Saugiovanni	Dante Contracting LLC	754-206-5900	rsaugiovanni@dantobuilders.com
JOHN SERIGO	HEAVY CIVIL	786-320-5223	Rudy@disneycivilinc.com
Oscar Tello	Softwash Natur	(561) 830-8813	otello@softwash-nature.com
MARK JENSEN	AID, INC.	407-926-6611	mjensen@aidinc.us
Jose (Speedy) Gonzalez	MULT PUMPS	954-448-9710	Speedy@mwepumps.com
Anthony McHugh	MULT PUMPS	954-818-3129	anthony@mwepumps.com
Michael Smith	OK Contractors	561-932-1070	msmith@okc11c.com
CHRIS JOHNSON	JOHNSON-DAVIS, INC	561-588-1170	cjohnson@johnson-davis.com
Mark Martin	Falcon Contracting	(561) 727-9634	falconcontracting@comcast.net

**ADDENDUM NO. 2**  
**TO THE CONSTRUCTION DOCUMENTS**  
**FOR THE**  
**STORM DRAINAGE IMPROVEMENTS PROJECT**  
**BOCA RATON AIRPORT**  
**BOCA RATON, FLORIDA**

Project funded by:  
**FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**

**March 4, 2020**


**PAGE 1 of 1**

**TO: ALL HOLDERS OF CONTRACT DOCUMENTS**

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

This addendum includes the following (see attachments):

- 1. **REVISED:** Bid Form 4.1 of 38. Line item #11 – “Staking Bahia Sod on Jute Reinforced Fabric” has been increased for extended clearing and grubbing canal limits.
- 2. **REVISED:** Bid Form 5 of 38 - “Contract Time and Liquidated Damages Disclosure” Contract Substantial Completion (for Construction Period) has been extended.
- 3. **REVISED:** Drawing Sheets C101, C201, C301, C401. The project limits for clearing and grubbing of canal have been increased (dated: March 3, 2020)
- 4. **Q/A:** Perspective bidder’s “requests for clarifications”

Acknowledged:  John B. EA signature of Bidder

Name of Bidder: AUSCO INC Date: 3/5/20

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

Bid Number:  
Task Number:

Date: \_\_\_\_\_

**BASE BID**

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	P-100-1	Mobilization	LS	1		
2	P-102-1	Safety, Security, Temporary 7' Tall (Min) Fence	LS	1		
3	P-156-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1		
4	P-110-1	Clearing/Grubbing	LS	1		
5	P-110-2	Demolish Fence	LF	325		
6	P-120-1	Muck Excavation	CY	950		
7	P-120-2	Borrow Excavation (Fill)	CY	1,750		
8	P-110-2	Demolish Endwall	EA	1		
9	P-110-3	Demolish Revetment	SF	800		
10	P-570-1	Hydroseed and Mulch	SY	2,000		
11	P-570-2	Staked Bahia Sod on Jute Reinforcing Fabric	SY	350		
12	P-430-1	Dual 72" Pipe	LF	75		
13	P-476-1	Straight Endwall, Dual 72"	LS	1		
14	P-550-1	Wildlife Exclusion Chain Link Fence	LF	100		
15	P-550-2	Chain Link Fence Mounted on End Wall	LF	50		
16	W-103	Allowance Account	ALL	1	\$10,000.00	\$10,000.00

TOTAL BID AMOUNT = \$ \_\_\_\_\_

(In writing): \_\_\_\_\_

**CONTRACT TIME AND LIQUIDATED DAMAGES DISCLOSURE  
(Attachment No. 2 to the Bid Form; BID002-2)**

PROJECT NAME: STORM DRAINAGE IMPROVEMENTS

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

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

As detailed in Section 3.2 of the Contract:

COMPLETION TYPE	DURATIONS	LIQUIDATED DAMAGES FOR DELAY
Project Administrative Period	30 calendar days from issuance of Administrative Notice to Proceed (Material Procurement Period)	NA
*Airfield Re-opening	15 Minute	\$500.00 per 15-minute interval
Substantial Completion (Construction Period)	60 75 calendar days from issuance of the Construction Notice to Proceed	\$500 per day
Final Completion (Close-out)	30 calendar days from achievement of Substantial Completion	\$250 per day

\*\$500.00 in damages for each 15-minute delay in the airfield reopening or portion thereof. Ex.-18 minute late reopening will result in \$1000.00 liquidated damages. The time of airfield reopening will be determined using the Owner provided clock. The Contractor may inspect the clock at the start of each night's work.

Due to the BRAA's constraints and overall project completion requirements, the Contractor shall complete the work within the calendar day durations specified from the date of issuance of the Notice to Proceed, and as stipulated in Article 3 of the Contract. Should the Contractor fail to complete the time-limited work by the durations specified, the BRAA will suffer damages and will be entitled to liquidated damages as set forth above.

AUZCO INC  
(Name of Bidding Firm)

By: 



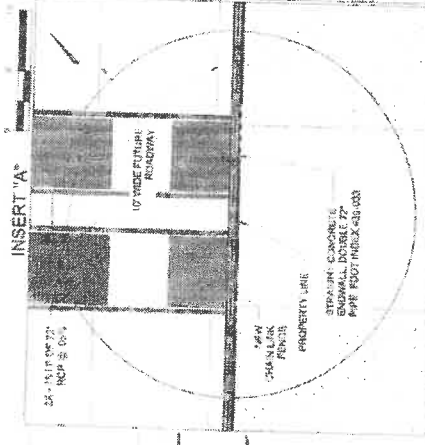
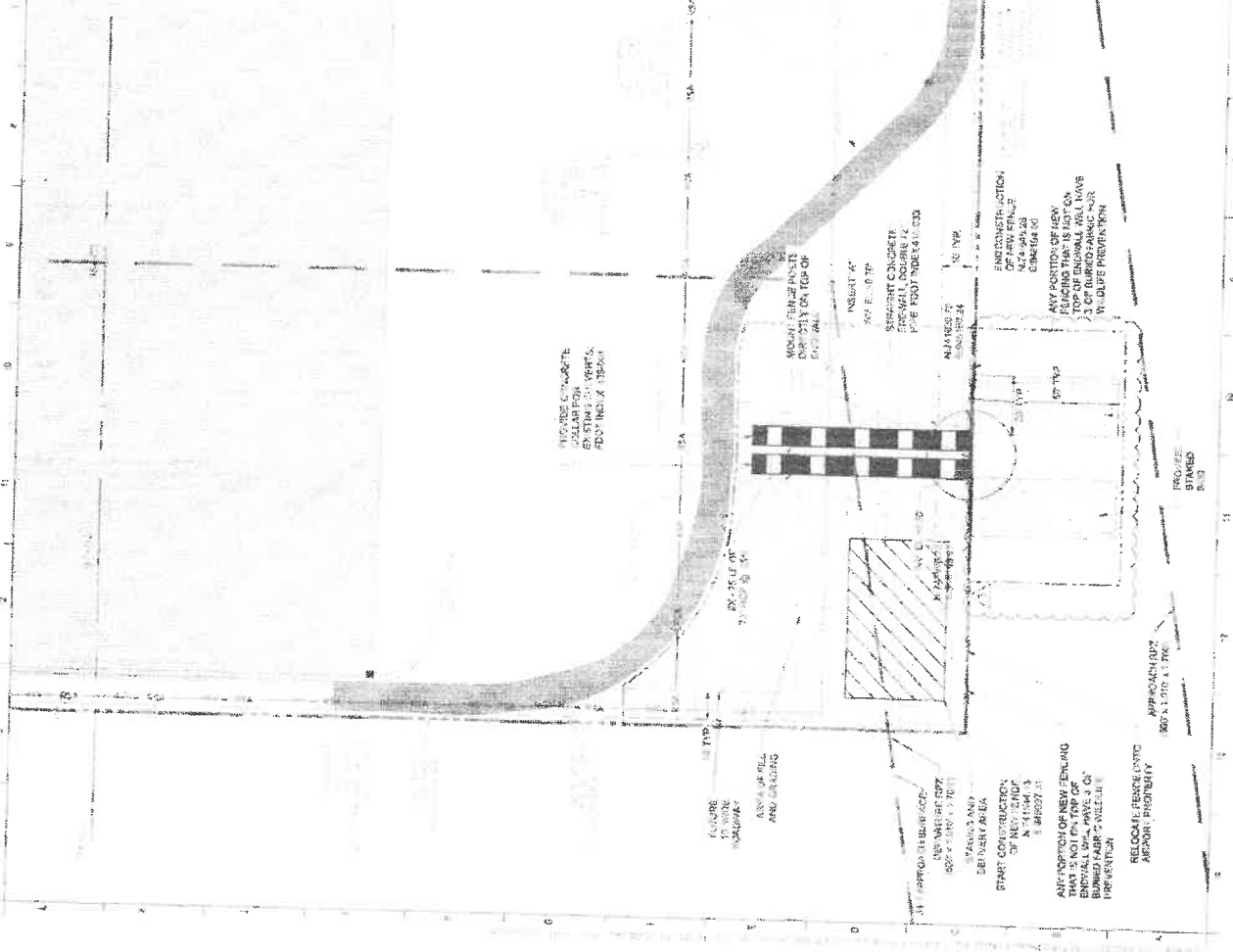




- LEGEND**
- PROJECT BOUNDARIES
  - PROPERTY BOUNDARIES
  - EXISTING PAVEMENT
  - AREA OF FILL AND GRADING
  - PROPOSED ROAD
  - NEW 24" BORN PIPE
  - EXISTING 24" BORN PIPE
  - ROADWAY SAFETY AREA
  - ROADWAY CEMENT FILL AREA
  - NEW FENCE LINE
  - EXISTING FENCE LINE

REVISION 1  
DATE: 11/20/13  
ELEV: 11.32

1. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
2. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
3. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
4. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
5. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
6. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
7. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
8. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
9. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.
10. The proposed storm drainage system is shown on this plan and is to be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 710.02.



PROPOSED  
STAMPED  
S-13

APPROVED  
STAMPED  
S-13



**Boca Raton Airport  
Storm Drainage Improvements  
March 4, 2020**

**ADDENDUM #2 – Bidder Clarification Requests**

Q:1) Some of the muck to be removed is currently under water. This will take considerable amount of time to dry. This will definitely affect project completion time. Therefore could some more time be added to this project. Additional 30-45 days requested.

A: The contract time for the construction period identified in the Bid Form will be extended from 60-days to 75-days. Also, as an alternative to hauling, any muck not suitable for hauling may be spread on-site, up to 4" depth, at designated areas scheduled for sodding or seeding.

Q:2) Should the Contractor opt for the "wet" installation method and use granular or other materials classified as suitable for bedding and backfill when installing in the wet, will compaction testing be required. 57 stone bedding acceptable for placement in the wet?

A: Please see note 7 on sheet C301 for requirements for construction in the wet.

Q:3) In the event of a Significant rain event will bypassing be required? If so, could you provide details. As discussed in the field.

A: Yes, bypassing will be required in the event of rain events. An access manhole west of the runway 5 end can be used to plug pipes and pump out water for bypassing the work area. Pumps must be set outside of the runway object free area, but hoses may be laid on the grass and the roadway surface, as long as traffic can be maintained on the airport service road.

Q:4) Can an earthen cofferdam be installed outside project limits ahead of proposed headwall location. As discussed in the field.

A: Yes, within the expanded clearing and grubbing areas identified.

Q:5) Can you provide a source reference where DBE firms can be located along with their contact information?

A: A good source is the FLORIDA Department of Transportation Disadvantage Business Directory (DBE) found on their website. It will list all DBEs registered in Florida. Also, each county: Palm Beach, Broward and Miami-Dade has a directory with them listed as well.



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Scott Kohut, Deputy Director  
Date: April 15, 2020  
RE: **Florida Atlantic University Facility Use Agreement**

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## **AGENDA ITEM – IX - F**

The Stormwater Drainage Improvements project requires access on to Florida Atlantic University (FAU) property in order to clear brush to construct the head wall of the extended drainage pipes along the Airport property line. The intent of the project is to extend two 72-inch drainage pipes to the airport boundary and regrade the area to reduce standing water and wildlife issues. FAU requested that the Airport Authority enter into a facility use agreement in order to facilitate the project.

Legal Counsel has reviewed the agreement and concurs with the recommendation. Airport Management recommends approval Resolution No. 04-11-20 of the Boca Raton Airport Authority entering into a facility use agreement with Florida Atlantic University.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 04-11-20**

**A Resolution by the Boca Raton Airport Authority entering into a Facility Use Agreement with Florida Atlantic University**

**WHEREAS**, The Boca Raton Airport 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**, on February 9, 2020 Airport Management issued Invitation to Bid No. 2020-BRAA-001 – Stormwater Drainage Improvements (the 'ITB');

**WHEREAS**, in order to construct the improvements, access to Florida Atlantic University property is required;

**WHEREAS**, the Authority wishes to enter into a Facility Use Agreement with Florida Atlantic University in order to facilitate the project;

**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 APRIL 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby approves execution of the Facility Use Agreement with Florida Atlantic University.
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 04-11-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 04-11-20.

**ADOPTED** by the Boca Raton Airport Authority, this 15th day of April 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James Nau**  
Secretary & Treasurer

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**Melvin Pollack**  
Chair

Florida Atlantic University  
**FACILITIES USE AGREEMENT**

FOR

ORGANIZATIONS AND INDIVIDUALS OUTSIDE THE UNIVERSITY

1. The Florida Atlantic University Board of Trustees (hereinafter known as the “University”) agrees to make certain facilities available to Boca Raton Airport Authority, (hereinafter known as “User”), pursuant to the terms and conditions set forth in this Facilities Use Agreement (“Agreement”).

2. The facilities made available to the User under this Agreement include approximately sixty (60) feet of property beyond the fence line space located on the University’s Boca Raton campus (as more particularly described on Exhibit A). Use of the facilities shall be on an anon-exclusive basis.

3. The facilities shall be used by the User solely for clearing the debris and place a stormwater boom across the canal while installing the culverts and construct the endwall on the Airport property (the “Permitted Use” or “Permitted Services”). User must obtain the prior written approval of the University for any other use of the facilities.

4. The User accepts the use of the facilities and services on an “as is” basis and University makes no representations or warranties about their condition or fitness or use for a particular purpose.

5. The User may not make any improvements or alterations to the facility (other than the terms noted in Exhibit A), without the prior written consent of the University. Unless expressly agreed in writing, any improvements and alterations approved by University shall become a part of the facility and shall become the property of the University, free and clear of all liens and encumbrances.

6. The University shall maintain the facilities in accordance with standard University policy. User shall otherwise keep the facility in good order and shall repair all damage caused by User and its employees, agents, independent contractors, patrons, servants, invitees or guests.

7. The term of this Agreement is for a period of three (3) months, commencing when the User receives the Notice to proceed, and terminating 3 months after this date (“Termination Date”).

8. The User agrees to pay to the University, on the first day of each month of this Agreement, a monthly Facilities Fee in the sum of \$0.

9. The User shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the University, which consent may be withheld in University’s sole and absolute discretion, nor shall User permit any use of the facilities other than as specified in this Agreement.

10. User shall comply with and shall ensure that its employees, contractors, agents and invitees comply with all parking rules and regulations of the University, including decal costs, at User's expense.

11. If User desires security beyond that generally provided by the University or if the University determines in its reasonable discretion that additional security is necessary in connection with User's activity, additional security may be provided with the advanced coordination of the University and at User's sole cost and expense.

12. User shall permit the University, its agents and employees, with prior notice, except in the event of an emergency in which case no prior notice shall be required, to enter into and upon the facilities at all reasonable times for the purpose of inspecting the facilities and making any necessary repairs or alterations. University shall make reasonable efforts not to disrupt User's activities in conducting such inspections, repairs or alterations.

13. The User shall comply with all federal, state and local laws, rules and regulations, and the procedures and policies of the University, as the same may be amended from time to time, specifically including University's anti-harassment and anti-discrimination policies and regulations. If User defaults in its obligation to comply with one or more of the foregoing, User shall have a period of twenty (20) calendar days from receipt of notice within which to correct the default. If the default is not corrected within such time, or within such additional time as may be granted by the University upon a showing that User is proceeding in good faith to correct the default, the University may at its option terminate the Agreement. If, in the opinion of the University, violation of one or more of the foregoing laws, procedures or policies may cause a public hazard or nuisance, the University may demand the immediate correction of such violation.

14. Upon termination of this Agreement, User will at once surrender possession of the facilities to the University in as good condition as when first received, normal wear and tear excepted, and remove all of User's personal property therefrom, within twenty (20) days from the date of termination. Any personal property of the User not removed in accordance with this section may be removed by the University for storage at the cost of User. Failure on the part of User to reclaim its personal property within twenty (20) days from the date of termination shall constitute a gratuitous transfer of title thereto to the University for whatever disposition is deemed to be in the best interest of the University. If the University does not accept such transfer, the University shall, at its discretion, remove, store, or dispose of such property at User's expense.

15. User shall not install any signage on the exterior or interior of the facilities without the written approval of the University. The quantity and location of signage will be within the University's sole discretion.

16. University reserves the right to give its consent of all pictures which are of University property or which identify University, which consent may be withheld in University's sole and absolute discretion. Nothing herein shall grant to User any interests in or rights to use the University name, logo or trademarks without the prior written consent of University, which consent may be withheld in University's sole and absolute discretion.

17. Each party shall have the right to terminate this Agreement prior to the Termination Date for any reason upon thirty (30) days written notice to the other party.

18. The User (and any of its contractors authorized by University to be present on the facilities' premises), shall maintain at their own expense, without lapse or material change, the following insurance: (i) Worker's Compensation coverage in accordance with applicable law and (ii) General Liability and Automobile Liability coverage with limits of One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence. The liability policies shall name the University Parties (as defined below) as additional insureds. Proof of insurance must be submitted to the University prior to User's occupancy of the facilities.

19. User agrees to conduct its activities in the facilities in a careful and safe manner. User hereby agrees to defend, indemnify and hold harmless the University, the Florida Board of Governors, the University's direct-support organizations, and their respective trustees, officers, employees, volunteers, representatives, and agents (collectively "University Parties") from and against all any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, that may arise indirectly or directly from User's breach of any term or condition of this Agreement or any act or omission in connection with User's use of the facilities, whether caused by the User's acts or omissions of the acts of omissions of the User's employees, agents, contractors or invitees in connection with this Agreement.

20. The User, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the University Parties from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of User's use of the University facilities and services, whether caused by the User's action or negligence or the action or negligence of the University Parties, the User's employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require User's officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties participating, assisting or using the University facilities or services in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University.

21. All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service to the parties as follows:

University: Florida Atlantic University  
777 Glades Road, Bldg. 69, Room 111  
Boca Raton, FL 33431  
Attn: Space Utilization and Analysis

With a copy to: Florida Atlantic University  
777 Glades Road, ADM 367  
Boca Raton, FL 33431  
Attn: Office of the General Counsel

User: Boca Raton Airport Authority  
903 NW 35<sup>th</sup> Street  
Boca Raton, FL 33431  
Attn: Executive Director

22. If User at any time is in default in the payment of rent, or any amount due to University, or in the performance of any of the material stipulations, terms, conditions, agreements or provisions of this Agreement, the University may deliver written notice of such default. User shall have a period of twenty (20) calendar days from receipt of such notice within which to correct the default. If the default is not corrected within such time, or within such additional time as may be granted by the University upon a showing that User is proceeding in good faith to correct the default, the University may at its option terminate the Agreement.

23. The University reserves the right to require evacuation of the facilities when it is deemed necessary by the University for the safety of the University community or the User.

24. The performance of the University's obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of this Agreement. The University shall give notice to the User of the non-availability of such funds when the University has knowledge.

25. No act of the parties hereto shall be construed as creating or establishing a partnership, or joint venture, of any type between University and User and neither party shall be authorized to commit or to obligate the other party without such other parties' prior written consent.

26. The parties shall allow public access to all documents and other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement.

27. This Agreement shall be considered to have been executed in the State of Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be in the county in which the facility is located. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity, including immunities from taxation.

28. This Agreement may be terminated or modified, as appropriate, by reason of a force majeure event. A force majeure event shall include fire, earthquake, hurricane, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the University or the User.

29. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials.

**User:**

BOCA RATON AIRPORT  
AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**University:**

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**RICONDO & ASSOCIATES, INC.**  
 RICONDO & ASSOCIATES, INC.  
 1000 N.W. 57TH COURT, SUITE 920  
 MIAMI, FL 33176-5511  
 (305) 596-2728

**AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.**  
 310 NORTDALE BLVD, SUITE 170  
 OFFICE: 813.774.2200  
 FL LICENSE CA. NO. 29731

Comm. No.	Commission No.
R.A. Contract No.	NY
Project No.	103
Issue No.	008
Approved By	103
Approved Date	10/30/2020
FOOT Financial Project No.	437895-1-04-01

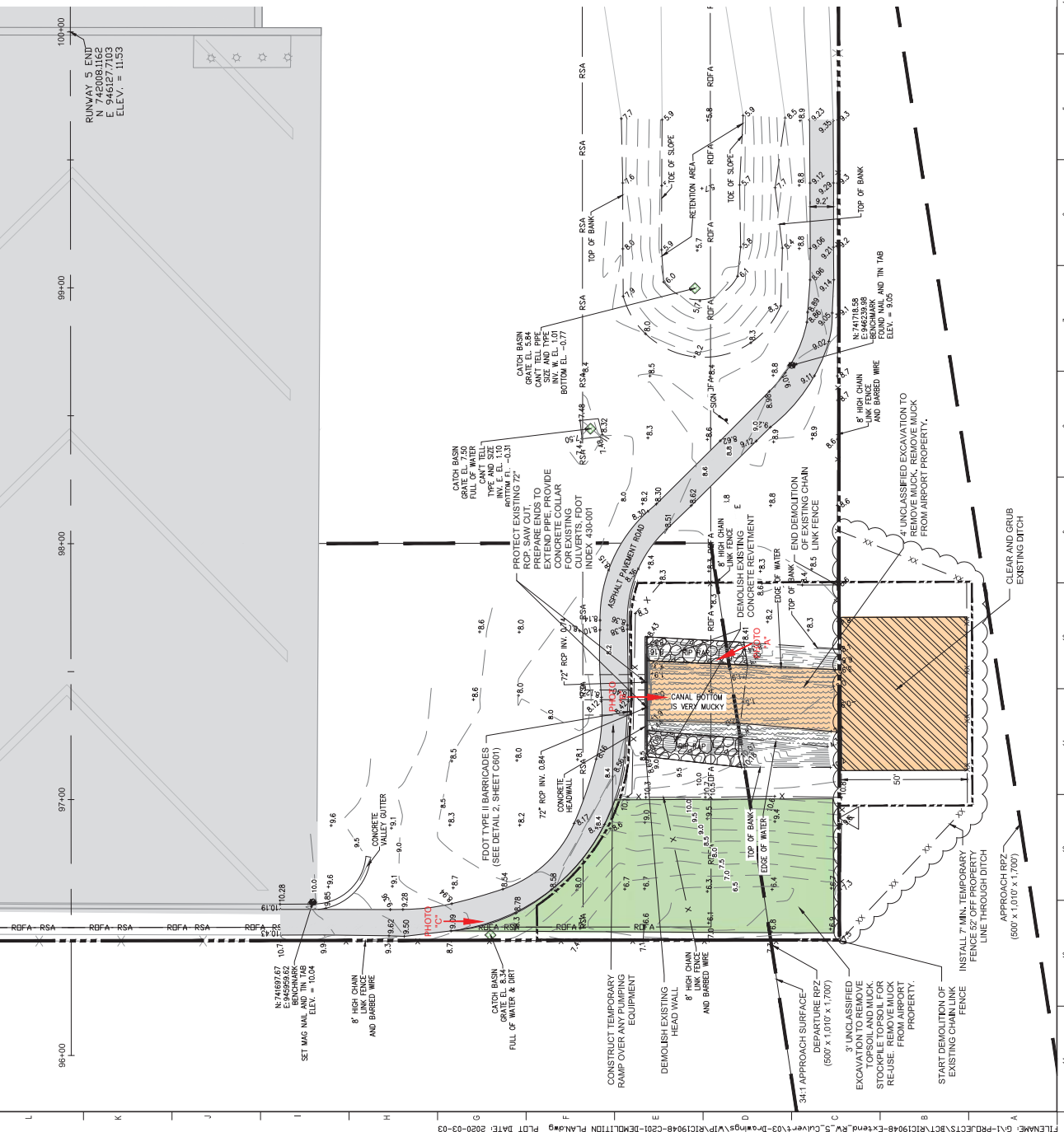
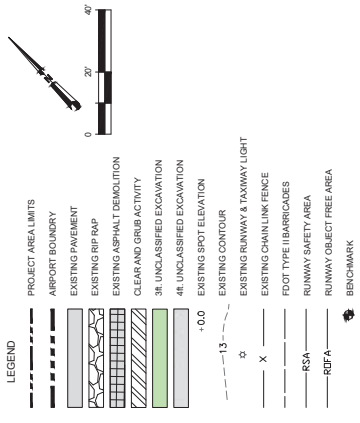
No.	Description	Date
1	ADDENDUM 2	08/07/2020

**STORM DRAINAGE SYSTEM IMPROVEMENTS**  
 CULVERT EXTENSION  
 BOCA RATON AIRPORT  
 BOCA RATON, FL 33431

**DEMOLITION PLAN**

**C201**

Schedule: BID DOCUMENTS  
 Issue Date: FEBRUARY 14, 2020



PLANE: G:\PROJECTS\BTR\RIC19048-EX-Extnd\_R5\_Culvert\3-Drawings\VP\RIC19048-C201-DEMITION PLANDg PLOT DATE: 2020-03-03





# Memo

To: Melvin Pollack, Chair and Board Members  
From: William Urbanek, Operations Coordinator  
Date: April 15, 2020  
**RE: Information Technology Services Contract Amendment**

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## **AGENDA ITEM – IX - G**

On February 19, 2020, Airport Management and BRAA Board Members approved Resolution No. 02-07-2020 awarding a three-year contract for information technology services to Simplify, LLC.

In early March, Airport Management encountered an unexpected software issue with the Airport's accounting software that required the installation of additional hardware.

Simplify, LLC was able to rectify the issue and install a new loaner server onsite, per the recommendation of the accounting software provider. This new hardware required additional continued support from Simplify, LLC and an amendment to the current contract effective April 1, 2020.

Airport Management recommends approval of Resolution No. 04-12-20 ratifying an amendment to the contract for information technology services with Simplify, LLC for a new base amount of \$29,399.52 per year, with a one-time setup cost of \$1,425.00.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 04-12-20**

**A Resolution by the Boca Raton Airport Authority ratifying an amendment to the three-year contract with Simplify, LLC for Information Technology Services**

**WHEREAS**, The Boca Raton Airport 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**, on March 9, 2020 Airport Management began experiencing critical issues with Sage software, rendering it unusable;

**WHEREAS**, on March 24, 2020, Simplify, LLC responded to a service request and installed a loaner server onsite, increasing continuing services provided to BRAA;

**WHEREAS**, the Authority wishes to ratify an amendment the contract for Information Technology Services (Exhibit A) with Simplify. LLC to provide continuing hardware and software support for the Airport's accounting software, as recommended by the accounting software provider;

**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 APRIL 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby ratifies the amendment to the contract for Information Technology Services with Simplify, LLC
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 04-12-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 04-12-20.

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of April 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James Nau**  
Secretary & Treasurer

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**Melvin Pollack**  
Chair



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Clara Bennett, Executive Director  
Date: April 15, 2020  
RE: **COVID-19 Rent Relief**

---

## **AGENDA ITEM – IX – H**

As a result of government-mandated stay at home orders curbing business activity and temporary shutdowns of certain businesses, several airport tenants have represented to Airport Management that they have suffered negative impacts to their operations, and some have requested rent relief from the Airport Authority.

In anticipation of requests for rent relief by tenants at US airports, the Federal Aviation Administration (FAA) has issued guidance related to airports' ability to provide rent relief consistent with grant assurances.

In an effort to assist Boca Raton Airport tenants in dealing with the short-term impacts to their businesses and, in accordance with FAA guidance, Airport Management and Airport Legal Counsel have prepared a draft rent relief policy that outlines parameters for the Airport Authority Board to consider that could be applied to tenants seeking relief.

The attached memorandum prepared by Legal Counsel provides background on the potential approach and summarizes the FAA's guidance. Also attached is a draft lease amendment that outlines the parameters for rent relief for Board consideration.

If the Board concurs with this approach, Airport Management and Airport Legal Counsel recommend approval of Resolution Number 04-13-20 adopting a rent relief policy to address COVID-19 impacts to airport businesses consistent with the draft standard Lease Amendment.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION NO. 04-13-20**

**A Resolution of the Boca Raton Airport Authority providing for  
Rent Relief related to COVID-19**

**WHEREAS**, The Boca Raton Airport 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 Authority entered WHEREAS, on March 17, 2020, Florida Governor issued Executive Order 20-68, recognizing the existence of Novel Coronavirus Disease 2019 (COVID-19), which causes severe, acute respiratory illness and which can be transmitted between persons similar to influenza, and limiting the operations of bars, pubs, nightclubs, and restaurants, and closing public beaches; and

**WHEREAS**, on March 20, 2020, Florida Governor issued Executive Order 20-70, recognizing a particular threat from COVID-19 in Palm Beach and Broward Counties; and

**WHEREAS**, Florida Governor further issued Executive Orders 20-71, 20-72, 2-80, 20-82, 20-83, 20-87, 20-88, 290-89, 2-90, 20-91, 20-94, 20-95, placing additional restrictions on public accommodations and requiring additional protective measures relating to COVID-19; and

**WHEREAS**, several tenants have represented to the Authority that COVID-19 has negatively impacted their operations; and

**WHEREAS**, the Authority desires to provide reasonable rent relief to address the negative effects of COVID-19 on the operation of its tenants while still meeting its Grant Assurances as an airport sponsor; and

**WHEREAS**, the Federal Aviation Administration ("FAA") has issued guidance relating to the limited ability to provide rent relief for tenants consistent with the Grant Assurances.

**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 APRIL 2020, AS FOLLOWS:**

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby adopts a rent relief policy consistent with the standard Lease Amendment attached to this Resolution as Exhibit A.**
- 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 04-13-20, including the execution of Lease Amendments for tenants, substantially in the form of the standard Lease Amendment attached to this Resolution as Exhibit A.**
- 4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution No. 04-13-20.**

**ADOPTED** by the Boca Raton Airport Authority, this 15<sup>th</sup> day of April 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY**

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**James Nau**  
Secretary Treasurer

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**Melvin Pollack**  
Chair

**AMENDMENT TO THE**  
**LEASE AGREEMENT BETWEEN**  
**THE BOCA RATON AIRPORT AUTHORITY, LESSOR**  
**AND**

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This \_\_\_\_\_ Amendment to the Lease Agreement dated \_\_\_\_\_, is made and entered into as of \_\_\_\_\_, 2020, by and between the Boca Raton Airport Authority, a political subdivision of the state of Florida (hereinafter "Authority") and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, having its office and principal place of business at \_\_\_\_\_ (hereinafter "Lessee").

WITNESSETH

WHEREAS, the Authority and Lessee executed and delivered a Lease Agreement dated \_\_\_\_\_, authorizing the lease of that certain real property hereinafter referred to as the Leased Premises; and

WHEREAS, the Lease Agreement was previously amended by that certain \_\_\_\_\_; and

WHEREAS, on March 17, 2020, Florida Governor issued Executive Order 20-68, recognizing the existence of Novel Coronavirus Disease 2019 (COVID-19), which causes severe, acute respiratory illness and which can be transmitted between persons similar to influenza, and limiting the operations of bars, pubs, nightclubs, and restaurants, and closing public beaches; and

WHEREAS, on March 20, 2020, Florida Governor issued Executive Order 20-70, recognizing a particular threat from COVID-19 in Palm Beach and Broward Counties; and

WHEREAS, Florida Governor further issued Executive Orders 20-71, 20-72, 2-80, 20-82, 20-83, 20-87, 20-88, 290-89, 2-90, 20-91, 20-94, 20-95, placing additional restrictions on public accommodations and requiring additional protective measures relating to COVID-19; and

WHEREAS, Lessee has represented to the Authority that COVID-19 has negatively impacted Lessee's operation; and

WHEREAS, the parties desire to enter into an amendment to the Lease Agreement, dated \_\_\_\_\_, to provide limited rent relief to address the negative effects of COVID-19 on the operation of the parties; and

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:

## **Section 1. Definitions**

- a. Deferral period.** That period of time from March 1, 2020, to June 1, 2020, where Lessee may delay the payment of fixed rent until the end of the grace period.
- b. Fixed rent or Fixed rent payments.** Any ground or building rent the amount of which is defined in the Lease, including any increases provided thereunder. The term “fixed rent” does not include payments the amount of which are calculated based on revenues received by the Lessee, whether such revenues represents rents received by sub-tenants, business invitees or other users of the Leased Premises, fees received by the Lessee for goods or services, or any other income received by Lessee arising out of its use of the Leased Premises.
- c. Grace period.** That period of time from June 1, 2020 to September 1, 2020, during which deferred fixed rent payments are not required to be repaid.
- d. Repayment period.** The six-month period of time beginning on September 1, 2020, during which the deferred fixed rent payments shall be repaid in six equal monthly installments due on the first day of each month from September 1, 2020, to February 1, 2021.

**Section 2. Rent Deferral.** The parties agree that the fixed rent payments provided under the Lease shall be deferred for a period of three months, starting from March 1, 2020 (“the deferral period”). Fixed rent payments shall resume on June 1, 2020, unless the deferral period is extended by further written agreement signed by both parties.

- a. Fixed rent accrued during the deferral period shall be paid by the Lessee in six equal installments over a six-month period, with each installment due on the first of each month, starting on September 2020, unless otherwise agreed to by the parties in writing.
- b. Deferred fixed rent not paid during the six-month repayment period shall accrue interest from the rent due date of the month for which rent was deferred but not repaid. Interest shall be calculated based on Treasury note interest rates beginning on the date of the deferral.
- c. Fixed rent payments made prior to the execution of this Lease Amendment for any portion of fixed rent accrued during the deferral period shall be applied to fixed rent due and owing on or after June 1, 2020, unless Lessee requests in writing that the Authority apply the fixed rent payment to fixed rent accrued during the deferral period. For example, payments that have made for March 2020, will be applied to rents due for June 2020, unless the Lessee requests in writing that the payment be applied to the deferred fixed rent for March 2020.
- d. The deferral period does not apply unless and until Lessee is current on all rent payments due and owing for rental periods before March 1, 2020.

**Section 3. Pass Through of Rent Deferral.** Lessee agrees that, in consideration for the fixed rent deferral provided herein, it shall offer to its subtenants fixed rent deferral under the same terms and conditions provided for herein for fixed rents accrued during the deferral period. The offering of fixed rent deferral to subtenants do not apply to revenue-based or service-based rent or fees for which subtenants are responsible under any

agreement between the Lessee and the subtenant. Lessee shall provide documentation to the Authority that pass through of rent deferral has been offered to subtenants for the deferral period.

**Section 4. Documentation.** Lessee agrees that the fixed rent deferral provided herein is contingent upon the submission of documentation demonstrating Lessee's need for relief, as may be requested by the Authority, including but not limited to the following:

- a. Documentation of Lessee's date of closure or cessation of services in response to COVID-19;
- b. Documentation of loss of business due to COVID-19;
- c. Lessee's eligibility for local, state, or federal relief programs;
- d. Lessee's eligibility for payments from insurance, including but not limited to business disruption insurance;
- e. Lessee's right to payment from any third party for financial losses related to COVID-19.

**Section 5. Waiver.** Lessee agrees that it forever waives any claim it has or may have in the future against Boca Airport Authority, its officers, agents, employees, or assigns, whether legal or equitable, maintainable in any court or administrative forum for any form of relief whatsoever, related directly or indirectly to the COVID-19 outbreak addressed in Executive Order 20-68, including but not limited to any claim brought under any Force Majeure provision in its Lease or any amendments thereto, and any claim brought under or invoking any common law or equitable doctrine relating to theories of impracticability, impossibility, or frustration of purpose.

**Section 6. Remainder of Lease in Full Force and Effect.** The parties agree that all provisions of the Lease and any amendment thereto not expressly modified by this Lease Amendment shall remain in full force and effect, including without limitation all non-rent related obligations on the part of Lessee, and all automatic increases to rent amounts provided for by the Lease or any amendments thereto.

**Section 7. Integration.** The parties agree that this Lease Amendment represents the entire Agreement of the parties respecting the matters addressed herein. The parties acknowledge that neither party may rely on any verbal or written representation related to the matters addressed herein that is not expressly set forth in this Lease Amendment.

**Section 8. Modification.** The parties agree that this Lease Amendment may not be modified by the parties without a written agreement signed by authorized representatives of both parties and heard before the Authority Board at a public meeting.

**Section 9. Waiver of Breach.** The parties agree that no delay or omission on the part of the Authority in enforcing its rights under this Lease Amendment shall constitute a breach. The parties further agree that only a waiver made in writing by an authorized representative of the Authority and approved by the Authority Board at a public meeting shall be effective against the Authority. The parties agree that any breach waived by the Authority shall not

represent a waiver of the Authority's right to enforce the Lease Amendment as to future breaches of the Lease Amendment, the Lease or any of the amendments thereto.

**Section 10. FAA Review.** Lessee acknowledges that this Agreement will be sent to the Federal Aviation Administration (FAA) for review and concurrence. Lessee acknowledges that if FAA determines that the Lease Amendment violates the Authority's grant assurances, or otherwise objects to the Lease Amendment, the Lease Amendment is void and of no effect without further action by either party.

**Section 11. Effective Date.** This Agreement shall become effective on the date of the last signature executed by the signators listed below.

**Section 12. Governing Law and Venue.** The parties agree that Florida law shall govern any dispute arising from this Lease Amendment and that any claim brought to enforce the terms of this Lease Amendment shall be brought in Palm Beach County, Florida

**Section 13. No Third Party Beneficiaries.** This Lease Amendment is made for the exclusive benefit of the parties hereto. Nothing in this Lease Amendment, either express or implies, is intended to or shall be construed as conferring on any Person other than the express parties hereto, any rights, benefits, or remedies of any nature whatsoever by reason of this Lease Amendment.

**Section 14. Counterparts.** This Lease Amendment may be executed by the parties on separate signature pages which, when combined, shall constitute a single instrument.

IN WITNESS WHEREOF, the Authority has caused this \_\_\_\_\_ Amendment to the Lease Agreement dated \_\_\_\_\_, 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, \_\_\_\_\_, has caused these presents to be signed in its lawful name by its duly authorized office, the \_\_\_\_\_ acting on behalf of said Lessee, and the seal of said Lessee to be affixed hereto, the day and year first written above.

ATTEST:

“AUTHORITY”

BOCA RATON AIRPORT AUTHORITY a body politic and corporate created under Chapter 2004-468, Laws of Florida

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name \_\_\_\_\_  
Secretary

Print Name \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_

Print Name \_\_\_\_\_  
General Legal Counsel

“LESSEE”

BY: \_\_\_\_\_

Print Name \_\_\_\_\_  
[Title]