

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, June 17, 2020
Special Electronic Public Meeting

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, June 17, 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.

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

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

Consider approval of Minutes for the Regular Meeting of May 20, 2020.

III. AGENDA CHANGES

IV. ELECTION OF OFFICERS

A. Overview of Bylaws regarding Election of Officers – Amy Petrick.

B. Consider a Motion to elect Officers for the following positions for the Boca Raton Airport Authority.

- A. Chair
- B. Vice-Chair
- C. Secretary & Treasurer

V. 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 by 6:00 p.m. on Tuesday, June 16, 2020. Please include the title, "Written Comments, June 17, 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 <https://www.gotomeeting.com/webinar/join-webinar> and enter the Webinar ID: 915-654-019 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 five (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.

VI. CONSENT AGENDA

VII. FEDERAL, STATE AND MUNICIPAL INPUT

VIII. FINANCIAL REPORT

- A. Presentation of the May 2020 Financial Report.

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

IX. TENANT REPORTS AND REQUESTS

X. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of May 2020.

B. Taxiway P5, C, P9, and P10 Widening and PAPI Replacement Contract Award.

Consider Resolution No. 06-18-20 of the Boca Raton Airport Authority awarding a contract to FG Construction, Inc. pursuant to the terms specified in the Invitation to Bid 2020-BRAA-02 for Taxiway P5, C, P9, and P10 Widening and PAPI Replacement.

C. Engineered Materials Arresting System Repair Contract Award.

Consider Resolution No. 06-19-20 of the Boca Raton Airport Authority awarding a contract to Boland, LLC as Contractor and Runway Safe, Inc. as Supplier for Engineered Materials Arresting System repair.

D. South-Central Florida Metroplex Update.

E. 2020 Strategic Business Plan Update.

F. Covid-19 Rent Relief.

XI. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

XII. PUBLIC COMMENT

XIII. OTHER BUSINESS

XIV. MISCELLANEOUS

The next meeting is scheduled for July 15, 2020 at 6:00 p.m. Due to COVID-19, information on the location of the meeting and how to participate will be announced at a later date via the meeting notice.

XV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
May 20, 2020
Electronically via Webinar**

Ms. Landers welcomed everyone to the May 20, 2020 electronic Boca Raton Airport Authority Board Meeting and provided details regarding the meeting.

Chair Melvin Pollack welcomed attendees to the meeting and covered basic rules for how the meeting would be conducted, including public comment.

Mr. Pollack called the meeting to order at 6:06 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
William Urbanek, Operations Coordinator
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.bocairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the April 15, 2020 Regular Meeting was made by Ms. Budd and seconded by Mr. Nobles. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

Ms. Julia Lomonico spoke regarding concerns of increased air traffic over the Timbercreek community.

Mr. Keith Koenig, CEO City Furniture, provided a summary of the impacts of COVID-19 to City Furniture operations and stated that the Airport store was closed from March 20th through May 11th. Mr. Koenig stated that City Furniture has not accepted any economic relief from the federal government. Mr. Koenig requested that the Board consider giving City Furniture an abatement of rent for the month April and half of May due to the decline in revenues as a result of COVID-19 related closures.

Mr. Nobles asked legal counsel if the Authority has the latitude to grant rent abatement as requested by Mr. Koenig. Ms. Petrick advised that the Board could consider an abatement or deferral of rent as long as grant assurances are met. She stated that federal grant assurances require the Airport Authority to remain self-sustaining and economically non-discriminatory.

Ms. Budd thanked Mr. Koenig for being a valued tenant and coming to speak before the Board. She stated that while the Board could consider the request, the economic non-discrimination requirement should be taken into account. Ms. Budd also noted that, if a rent abatement is done for one tenant, it would need to be done for all tenants.

Mr. Folden reminded the Board that during the April meeting the Board approved a three month rent deferral option available for all tenants.

A discussion ensued.

Mr. Nobles requested that Airport Management perform a financial analysis of Mr. Koenig's request for the Board to consider.

FINANCIAL REPORT

Mr. Nau introduced the Financial Report and advised that he reviewed the April Financial Report and found it to be satisfactory. He requested that Ms. Camilo provide details regarding the partial insurance settlement received related to the damage to the Engineered Materials Arresting System (EMAS) the Airport experienced last year.

Ms. Camilo presented the Financial Report for April 2020 and provided additional information regarding the partial insurance claim settlement that was received for the EMAS repair.

Ms. Camilo advised that in response to the request received at the previous Board meeting, Airport Management met with Mr. Nau and Mr. Nobles to discuss various long-term economic scenarios that the Airport might experience as a result of the COVID-19 pandemic. Ms. Camilo presented a summary of the Authority's long-term financial position in three different scenarios.

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

Mr. Nau introduced the fiscal year 2019 financial statements and audit report. He stated that he attended the closing session of the audit with the external auditors and Airport Management to review the details of the Report. Mr. Nau was happy to note that the Report contained an unmodified opinion and that the auditor stated that he received cooperation from both Airport Management and Board Members.

Mr. David Caplivski, Audit Manager Grau and Associates, presented the Financial Report for the fiscal year ending September 30, 2019.

A MOTION to approve Resolution No. 05-14-20 of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Financial Statements, Schedule of Expenditures of the Federal Awards and State Financial Assistance Projects and the Independent Auditor's Report for the fiscal year ending September 30, 2019 was made by Mr. Nobles and seconded by Mr. Fogel. The Motion carried unanimously.

Ms. Camilo presented the 2020 Investment Report.

TENANT REPORTS AND REQUESTS

There were no tenant reports or requests.

EXECUTIVE DIRECTOR AND STAFF REPORTS

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

Mr. Kohut presented an overview of historical operational trends in comparison to operations during the COVID-19 pandemic.

Ms. Budd stated that it would be valuable to have the methodology and assumptions used and the resulting financial scenarios discussed during the financial report included in the Strategic Business Planning process.

Ms. Budd requested that Airport Management provide an analysis of the financial impact of giving tenants a rent abatement as requested by Mr. Koenig. Ms. Budd recommended obtaining a legal opinion regarding the request and suggested looking at both tenants that were closed and those that were open but had an economic impact due to COVID-19.

Ms. Bennett presented the CARES Act grant offer.

A MOTION granting Airport Management approval to accept the CARES Act grant and to execute the FAA grant agreement in accordance with FAA requirements was made by Mr. Nau and seconded by Mr. Folden. Mr. Tucker, Mr. Nau, Mr. Fogel, Mr. Folden, Ms. Budd, and Mr. Pollack voted yes. Mr. Nobles did not vote due to technical issues.

Ms. Bennett presented a Public Transportation Grant Agreement for Financial Project No. 445961-1-94-01 with the State of Florida Department of Transportation for BCT Landside Beautification and Pedestrian Access Improvements at the Boca Raton Airport.

A MOTION to approve Resolution No. 05-15-20 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for BCT Landside Beautification and Pedestrian Access Improvements at the Boca Raton Airport was made by Mr. Nobles and seconded by Mr. Tucker. The Motion carried unanimously.

Ms. Bennett presented a Public Transportation Grant Agreement for Financial Project No. 423957-3-94-01 with the State of Florida Department of Transportation for Transportation/Access Road Development – Phase 2 at the Boca Raton Airport.

A MOTION to approve Resolution No. 05-16-20 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Transportation/Access Road Development – Phase 2 at the Boca Raton Airport was made by Ms. Budd and seconded by Mr. Fogel. The Motion carried unanimously.

Ms. Bennett presented a Public Transportation Grant Agreement for Financial Project No. 437978-2-94-01 with the State of Florida Department of Transportation for Expand Airport Road and Utility Corridor – Phase 2 at the Boca Raton Airport.

A MOTION to approve Resolution No. 05-17-20 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Expand Airport Road and Utility Corridor – Phase 2 at the Boca Raton Airport was made by Mr. Tucker and seconded by Mr. Folden. The Motion carried unanimously.

Ms. Bennett advised the Board that the Airport received a notification from Customs and Border Protection (CBP) regarding a planned annual fee increase related to staffing at the Customs facility. This increase is due to a shortfall in the CBP budget and is the first change in fees since the facility opened two years ago. The increase would be approximately \$50,000 and would begin in July. Ms. Bennett stated that the amount is unbudgeted, and that Customs and Border Protection offered the option to close the facility for the last quarter of the fiscal year in lieu of the increased fee. However, Airport Management does not recommend closing the facility, as closing would result in additional economic hardship to tenants. Airport Management recommended keeping the facility open and absorbing the additional fees for the time being.

Mr. Pollack agreed with the recommendation from Airport Management and reminded the Board that the Customs and Border Protection facility is an important asset to the Airport.

Mr. Tucker agreed and stated that the facility should remain open.

Ms. Budd reminded the Board that the Airport was given very short notice regarding these changes and needed to provide a response as quickly as possible.

Ms. Bennett advised the Board that the notice was received last Wednesday, and that CBP wanted a response by Friday of the prior week. Ms. Bennett spoke with Ms. Connors, CBP Port Director, regarding the timing of the Board meeting and the response to the request.

A MOTION to accept the new Custom and Border Protection fees was made by Mr. Nobles and seconded by Ms. Budd. The Motion carried unanimously.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Pollack thanked Airport Management for their work in facilitating the virtual meeting.

With regard to the request for rent abatement, Mr. Nau asked if the Airport could differentiate between the tenants who were open and those that were closed due to COVID-19, and whether that would meet the standard for fairness.

Ms. Budd commented that even those tenants who remained open experienced economic hardships. Ms. Budd requested that this information be include in Management's analysis.

Mr. Folden inquired about the insurance claim for the Engineered Materials Arresting System (EMAS), and request to know what the total damage entailed. Ms. Bennett stated that the total estimate for damages was \$850,000, and that this equates to 20% of the entire system or 136 blocks that need to be replaced.

Mr. Folden suggested looking into insurance for the EMAS in the future. Ms. Bennett advised the Board that Airport Management is investigating insurance options.

Mr. Tucker thanked everyone for a great meeting and noted his appreciation for having the opportunity to serve on the Board.

PUBLIC INPUT

Mr. Jose Cabrera, General Manager of Signature Flight Support, advised the Board that while Signature Flight Support has remained open through COVID-19, they have experienced a 75% decrease in revenues. Mr. Cabrera stated that Signature Flight Support has not accepted any economic relief from the federal government, and that he would appreciate for any considerations regarding rent abatement be extended to Signature Flight Support.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, June 17, 2020 at 6:00 p.m. Due to COVID-19, information on the location of the meeting and how to participate will be announced at a later date via a meeting notice.

ADJOURNMENT

Meeting adjourned at 7:45 p.m.

Melvin Pollack, Chair

Date



Memo

To: Melvin Pollack, Chair and Board Members
From: Robert Abbott, Operations and Finance Analyst
Date: June 17, 2020
RE: **Financial Report – May 2020**

AGENDA ITEM – VIII – A

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

Total Operating Revenues as of May 31, 2020 were \$4,125,975 an increase of \$359,641 or 9.5% to budget. This increase in revenue is primarily due to a partial insurance settlement received for the EMAS repairs related to an aircraft incident which occurred last fiscal year.

Total Non-Operating Revenues and Capital Contributions as of May 31, 2020 were \$304,161.

Total Operating Expenses as of May 31, 2020 were \$2,195,281 a decrease of \$313,385 or 12.5% compared to budget. Significant variances in expenses compared to budget for the eight months ending May 31, 2020 are as follows:

- Office Operating expenditures are up \$22,617 or 10.7% 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 \$22,405 or 41.7% to budget, primarily due to one-time expenses for the replacement of FIDO equipment. Actual expenses for the equipment replacement do not exceed the annual budget.

- Project expenditures are down \$310,905 or 61.6% to budget, primarily due to the ATCT rehabilitation project.

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
GENERAL	\$ 5,980	\$ 10,699	\$ 8,008	\$ 7,072	\$ 2,184	\$ 5,694	\$ 10,004	\$ 17,560	\$ -	\$ -	\$ -	\$ -	\$ 67,201
BOARD	\$ 676	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884
TASK 59	\$ 14,170	\$ 15,743	\$ 15,782	\$ 8,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,119

Total Capital Expenditures as of May 31, 2020 were \$305,682. The majority of Capital Expenditures were attributable to Task 59 – Storm Drainage System Upgrades and Task 47 - Access Road Improvement. Of the total \$305,682 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 Eight Months Ending May 31, 2020
(unaudited)

Summary Results

	FY 2020 Annual Budget	FY 2020 May Actual	FY 2020 May Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 5,649,500	\$ 4,125,975	\$ 3,766,333	\$ 359,641	9.5%
Operating Expenses	\$ 3,763,000	\$ 2,195,281	\$ 2,508,667	\$ (313,385)	-12.5%
Operating Income/(Loss) before Depreciation	\$ 1,886,500	\$ 1,930,693	\$ 1,257,667	\$ 673,026	53.5%
Depreciation	\$ 1,955,000	\$ 1,303,333	\$ 1,303,333	\$ -	0.0%
Net Operating Income/(Loss)	\$ (68,500)	\$ 627,360	\$ (45,667)	\$ 673,026	-1473.8%
Non-Operating Revenues	\$ 605,200	\$ 153,892			
Income/(Loss) before Capital Contributions	\$ 536,700	\$ 781,252			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ 150,269			
Change in Net Position	\$ 4,211,700	\$ 931,521			



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Eight Months Ending May, 2020
(unaudited)

Revenue Summary

	FY 2020 Annual Budget	FY 2020 May Actual	FY 2020 May Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 4,112,300	\$ 2,785,588	\$ 2,741,533	\$ 44,054	1.6%
Fuel Flowage Fees	\$ 800,000	\$ 498,523	\$ 533,333	\$ (34,810)	-6.5%
Customs Facility Revenue	\$ 480,000	\$ 305,275	\$ 320,000	\$ (14,725)	-4.6%
Interest Income	\$ 210,000	\$ 148,011	\$ 140,000	\$ 8,011	5.7%
Other Revenue	\$ 47,200	\$ 388,578	\$ 31,467	\$ 357,112	1134.9%
Total Operating Revenues	\$ 5,649,500	\$ 4,125,975	\$ 3,766,333	\$ 359,641	9.5%
FDOT Grants	\$ 605,200	\$ 153,892			
Non-Operating Revenues	\$ 605,200	\$ 153,892			
FDOT Grants	\$ 1,425,000	\$ 150,269			
FAA Grants	\$ 2,250,000	\$ -			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ 150,269			



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

Expense Summary

	FY 2020 Annual Budget	FY 2020 May Actual	FY 2020 May Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,213,900	\$ 802,422	\$ 809,267	\$ (6,845)	-0.8%
Professional Services	\$ 180,500	\$ 117,774	\$ 120,333	\$ (2,559)	-2.1%
Office Operating Expenses	\$ 316,200	\$ 233,417	\$ 210,800	\$ 22,617	10.7%
Airport Operations	\$ 530,100	\$ 331,221	\$ 353,400	\$ (22,179)	-6.3%
Insurance Expense	\$ 171,300	\$ 113,398	\$ 114,200	\$ (802)	-0.7%
ATCT Facility	\$ 80,500	\$ 76,072	\$ 53,667	\$ 22,405	41.7%
Customs Facility	\$ 323,000	\$ 206,408	\$ 215,333	\$ (8,925)	-4.1%
Marketing & Special Events	\$ 191,000	\$ 121,141	\$ 127,333	\$ (6,193)	-4.9%
Projects	\$ 756,500	\$ 193,429	\$ 504,333	\$ (310,905)	-61.6%
Total Operating Expenses	\$ 3,763,000	\$ 2,195,281	\$ 2,508,667	\$ (313,385)	-12.5%
Capital Outlay	\$ 44,000	\$ 43,090			
Capital Improvement Program	\$ 4,125,000	\$ 262,592			
Total Capital Expenditures	\$ 4,169,000	\$ 305,682			



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

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 917,363	Accounts Payable	\$ 107,306
Receivables	\$ 481,251	Due to Other Governments	\$ -
Due From Other Governments	\$ 91,739	Compensated Absences, short-term	\$ 54,387
Money Markets	\$ 2,436,163	Deferred Rent Income	<u>\$ 160,158</u>
Certificates of Deposit	\$ 8,599,667	Total Current Liabilities	\$ 321,851
Certificates of Deposit, Restricted	\$ 186,632	Non-Current Liabilities	
Other Assets	<u>\$ 178,685</u>	Security Deposits	\$ 167,879
Total Current Assets	\$ 12,891,500	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 414,541	Total Liabilities	<u>\$ 489,730</u>
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	\$ 1,564,257	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 11,526,229	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ 931,521</u>
Leasehold Improvements	\$ 9,311,308	Total Capital	\$ 48,410,918
Furniture, Fixtures, and Equipment	\$ 2,032,831	Total Liabilities & Capital	<u>\$ 48,900,648</u>
Infrastructure	\$ 26,088,620		
Less Accumulated Depreciation	<u>\$ (22,511,555)</u>		
Total Non-Current Assets	\$ 36,009,147		
Total Assets	<u>\$ 48,900,648</u>		



Memo

To: Melvin Pollack, Chair and Authority Members
From: Robert Abbott, Operations and Finance Analyst
Date: June 17, 2020
RE: **Operations and Noise Abatement Report, May 2020**

AGENDA ITEM – X - A

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

During the month of May 2020, there were 5,200 operations reported by the Tower, which is a 30% decrease from the operations reported in May 2019.

Deliveries of Jet A fuel were 32% less than in May of the previous year. Avgas deliveries were up 100% compared to May 2019.

There were 422 noise calls made by 11 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 13 aircraft cleared Customs from five different countries and there were no vessel clearings. There were three afterhours clearings. Of these flights, one cleared on Wednesday when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



MAY
2020

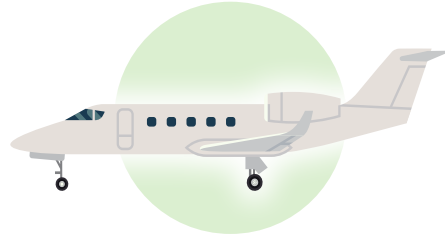
MAY 2020

OPERATIONS REPORT



39%

TRAINING



31%

IFR

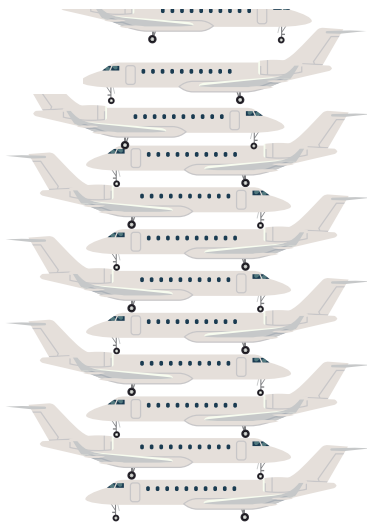


30%

VFR

OPERATIONS BREAKDOWN

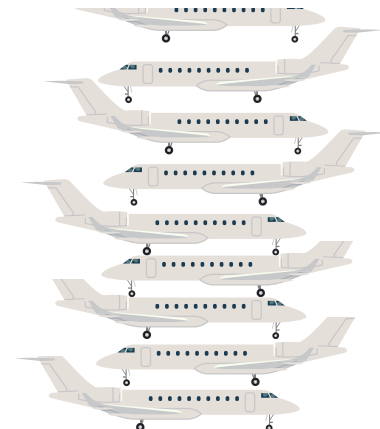
Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



7,437

MAY 2019

-30%



5,200

MAY 2020

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

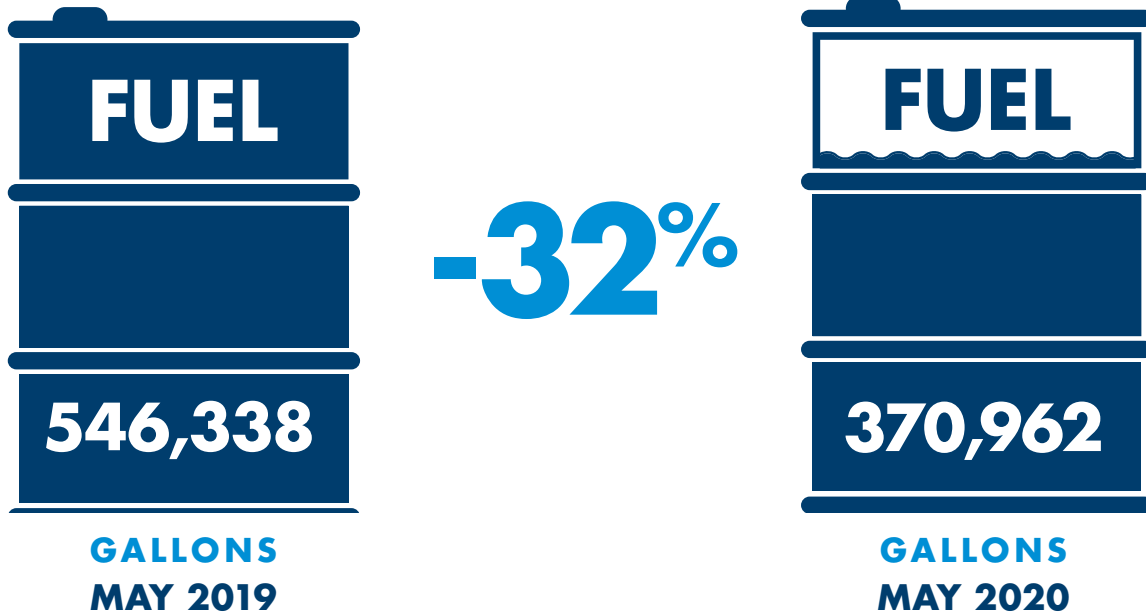
Chart 2: May 2019 operations compared to May 2020 tower operations.

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.

MAY 2020

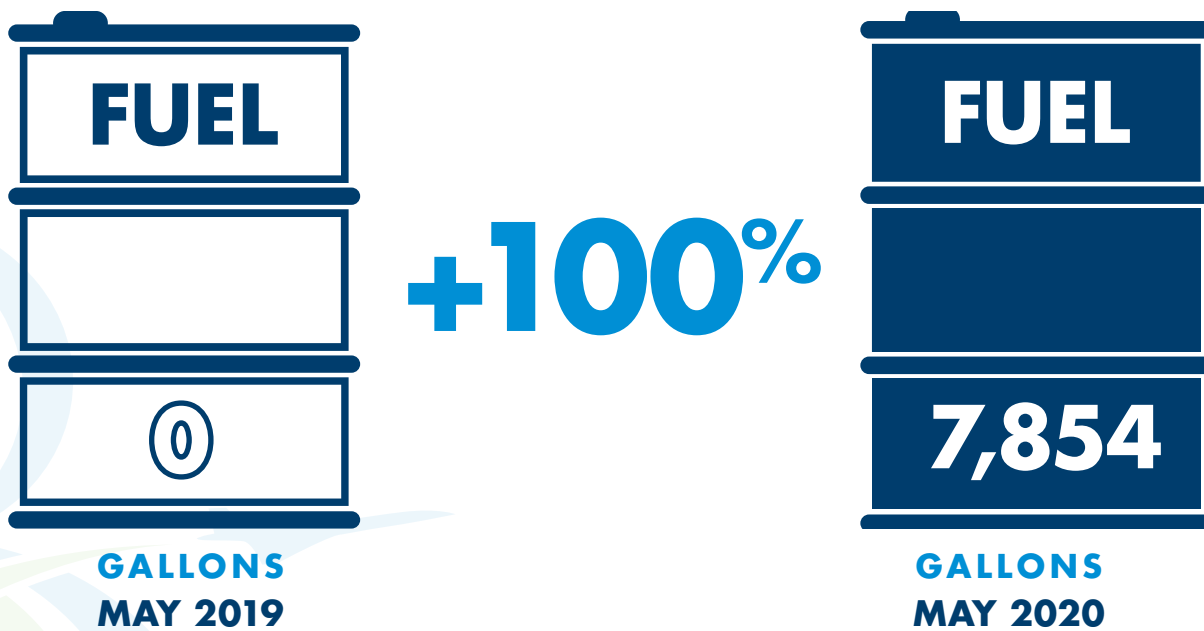
OPERATIONS REPORT



JET A FUEL REPORT

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

Chart 3: Month of May 2019 deliveries of Jet A in gallons compared to May 2020 deliveries of Jet A.



AVGAS FUEL REPORT

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

Chart 4: Month of May 2019 deliveries of Avgas in gallons compared to May 2020 deliveries of Avgas.

MAY 2020

NOISE ABATEMENT REPORT

NOISE CONCERNS BY HOUSEHOLD PER QUADRANT

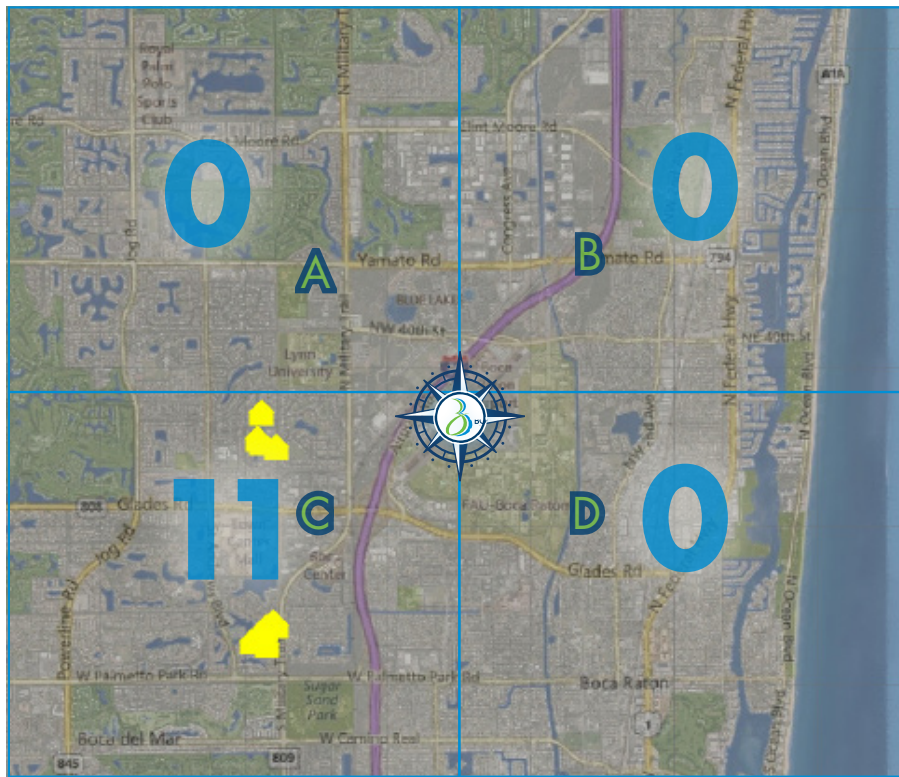


Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Ross Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	199
Wolf Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	127
Adam Cogley	Wimbledon Villas	C	N/A	N/A	Low and Loud	53
Alison Bolah	Wimbledon Villas	C	N/A	N/A	Low and Loud	29
Lorna Johnson	Wimbledon Villas	C	N/A	N/A	Low and Loud	6
Michael Cybulksi	Timbercreek	C	T	N/A	Low and Loud	2
Michael Cooper	Timbercreek	C	T	5	Loud and Loud	2
Julia Lomonico	Timbercreek	C	T	5	Low and Loud	1
Joe Otto	Timbercreek	C	T	5	Loud and Loud	1
Arash Rahi	Wimbledon Villas	C	A	5	Low and Loud	1
William Senyshyn	Timbercreek	C	T	5	Low and Loud	1

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

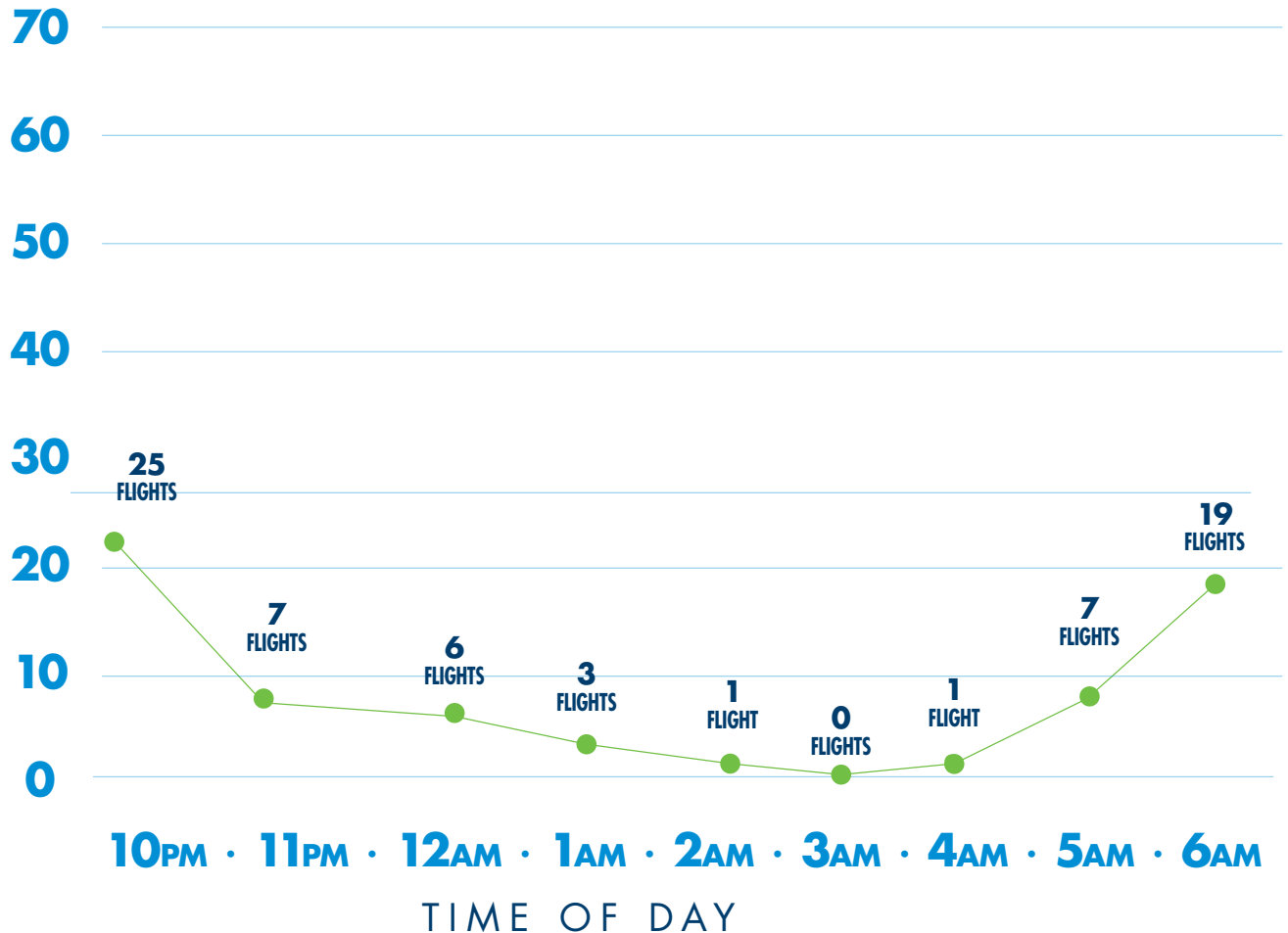
MAY 2020

NOISE ABATEMENT REPORT

69

TOTAL NIGHT OPERATIONS

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING VOLUNTARY

CURFEW PROCEDURES

39

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 May 2020.

MAY 2020

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



PASSENGERS

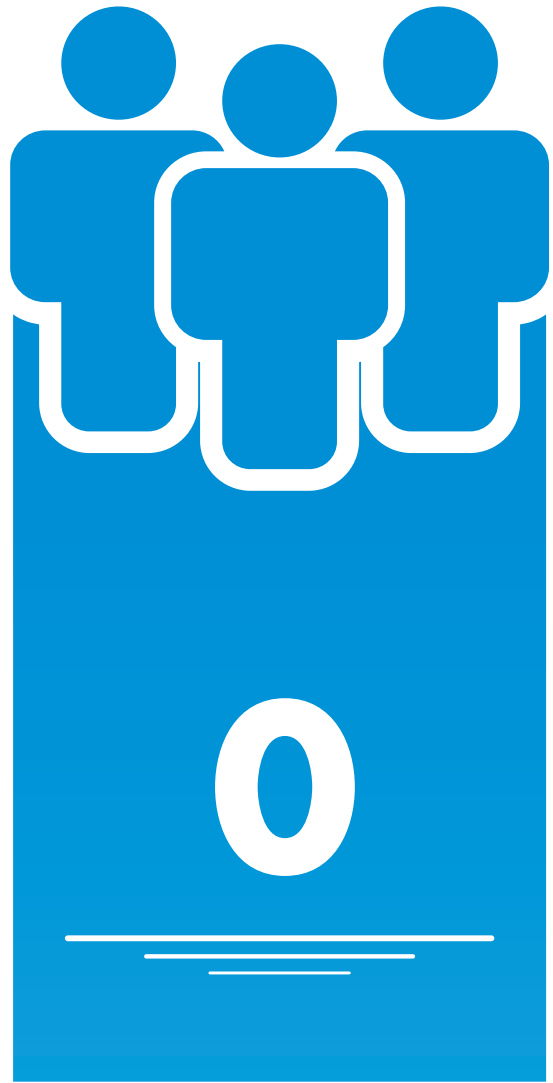
Charts 8 & 9: Total operations and total passengers during the month of May 2020.

MAY 2020

CUSTOMS OPERATIONS REPORT



VESSELS



PASSENGERS

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

MAY 2020

CUSTOMS OPERATIONS REPORT



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

MAY 2020

CUSTOMS OPERATIONS REPORT

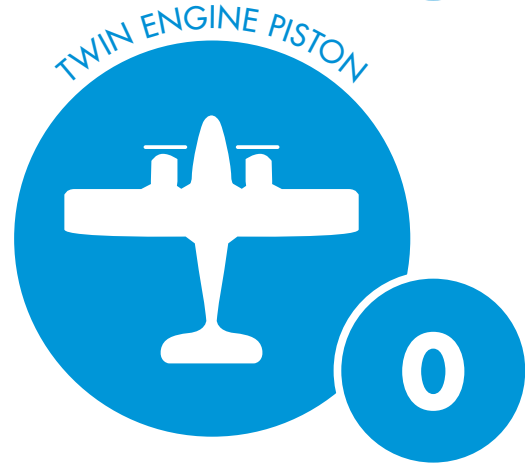
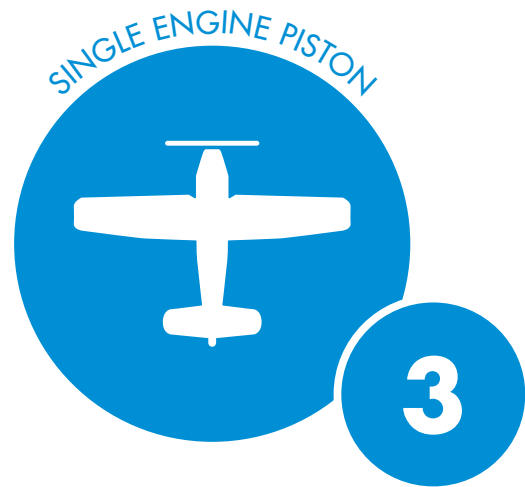


Chart 16: Total operations by type of aircraft.

MAY 2020

CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

3

CLEARINGS



0 OUT OF 3

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.

MAY 2020

CUSTOMS OPERATIONS REPORT



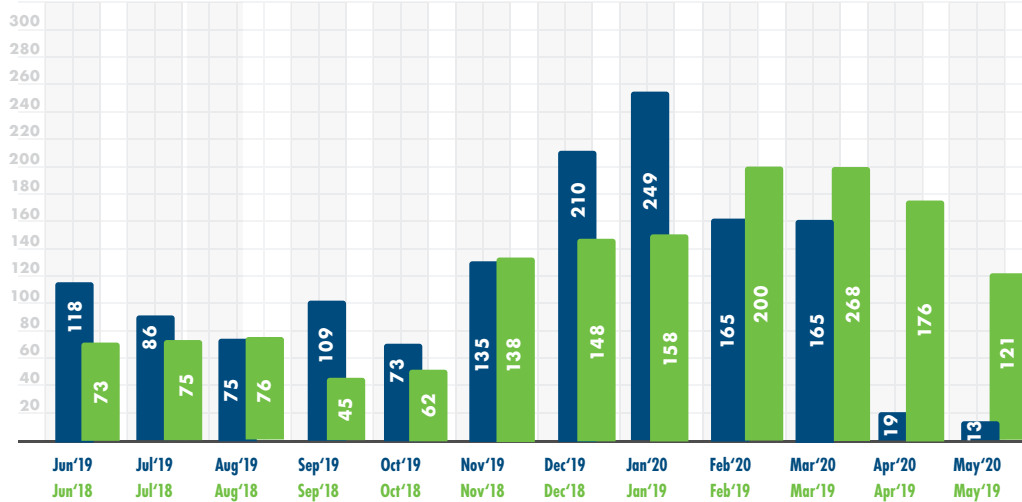
MAY 2019



MAY 2020

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

Monthly - Customs Operations



BOCA RATON AIRPORT AUTHORITY

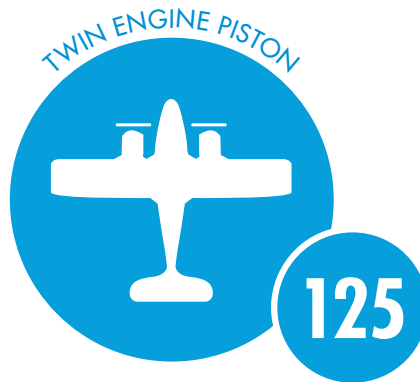
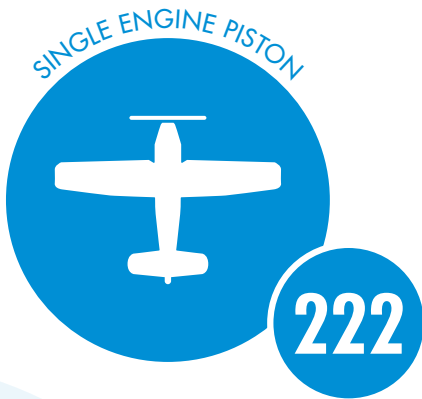
CUSTOMS OPERATIONS

YEAR IN REVIEW



2019-2020

CUSTOMS OPERATIONS BY AIRCRAFT



The Boca Raton Airport is a general aviation airport committed to serving the piston, turboprop, and jet aircraft communities.

This varied mix of operations is represented in the flight operations that cleared Customs at BCT over the past 12 months. Of the total **1418 aircraft** that cleared, **347 were piston engines, 231 were turboprop, and 840 were jets.**

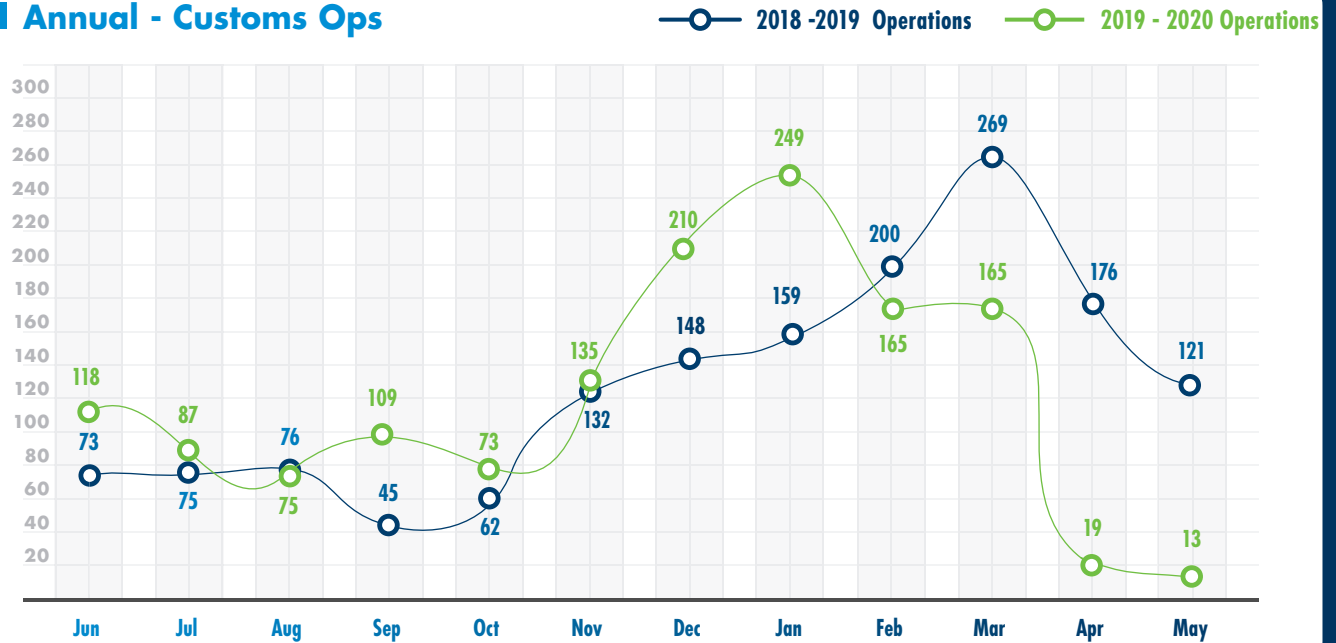


1418

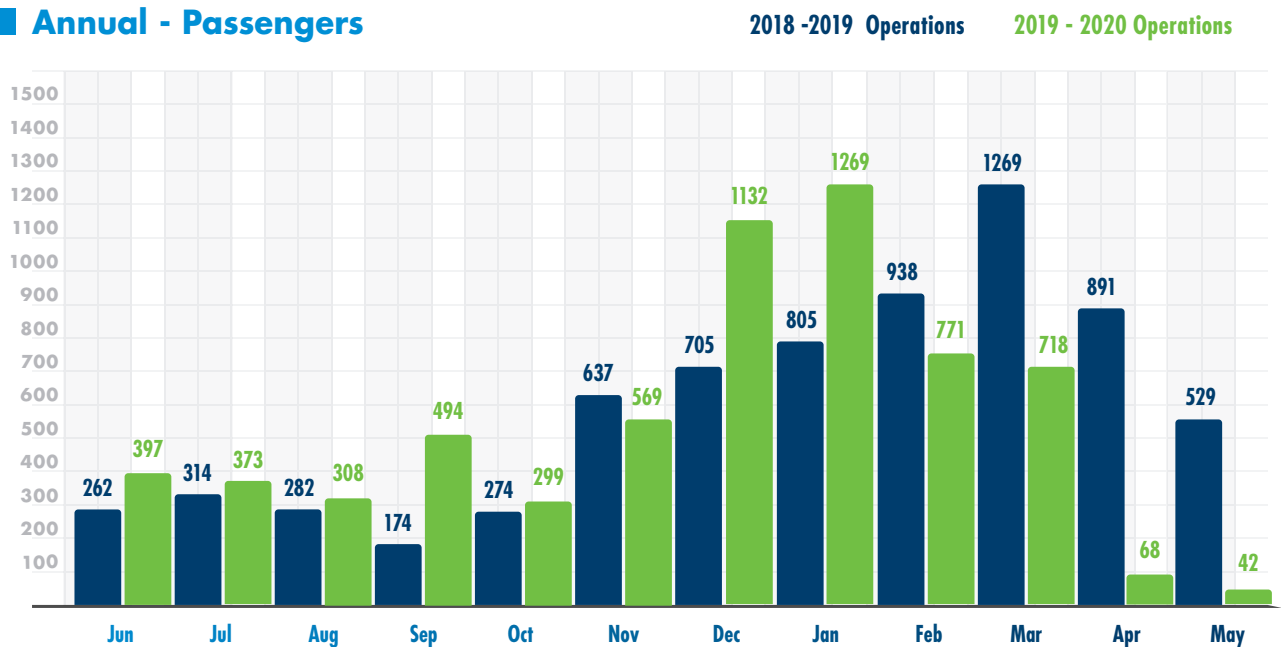
TOTAL OPERATIONS

CUSTOMS OPERATIONS MONTHLY REVIEW

Annual - Customs Ops



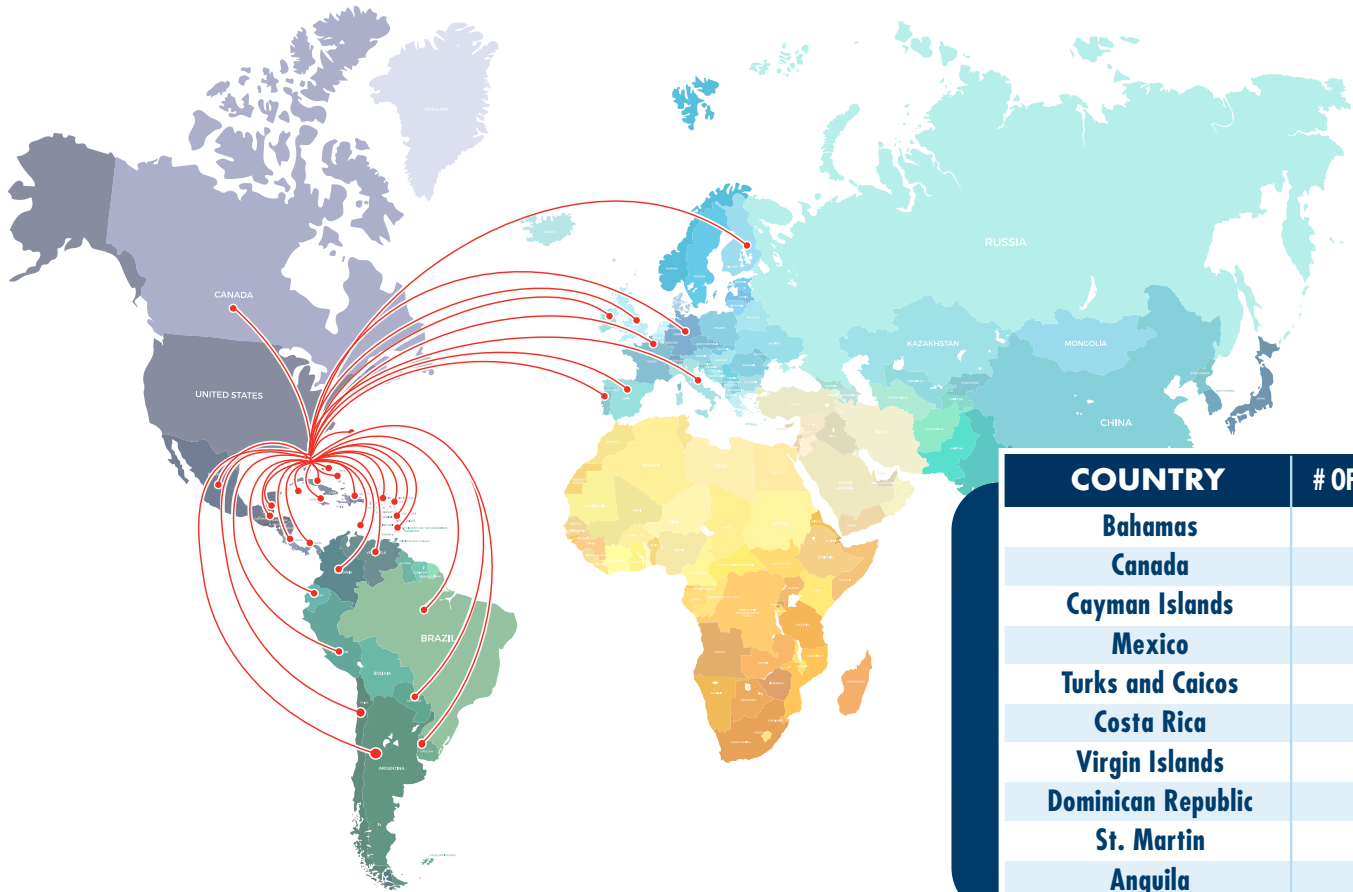
Annual - Passengers



Between the months of September and November 2019, the Airport supported Hurricane Dorian humanitarian relief by waiving Customs fees for **over 190 arrivals** from the affected areas. In the months of April and May 2020, the Boca Raton Customs and Border Protection Facility had a significant decrease in activity due to international travel restrictions related to COVID-19.

2019 - 2020

CUSTOMS CLEARING FLIGHT ORIGINS



COUNTRY	# OF FLIGHTS
Bahamas	872
Canada	203
Cayman Islands	44
Mexico	42
Turks and Caicos	36
Costa Rica	26
Virgin Islands	19
Dominican Republic	16
St. Martin	16
Anguila	16

COUNTRY	# OF FLIGHTS
Bermuda	14
Antigua	10
Colombia	10
Jamaica	10
St. Maarten	10
St. Vincent	7
St. Kitts	5
Spain	5
Panama	5
England	4
St. Thomas	3
Barbados	3
Italy	3
Aruba	3

COUNTRY	# OF FLIGHTS
Ecuador	3
France	3
Portugal	2
St. Lucia	2
Cuba	2
Guatemala	2
Germany	2
Bonaire	2
Azores	1
Cape Verde	1
Trinidad and Tabago	1
Chile	1
St. Croix	1
St. Barthelemy	1

COUNTRY	# OF FLIGHTS
Ireland	1
Antilles	1
Peru	1
Honduras	1
Malta	1
Switzerland	1
Uruguay	1
St. Barts	1
Argentina	1
El Salvador	1
Hati	1
Belize	1
Brazil	1
Finland	1

With flights and operations originating from **over 50 different countries**, Boca Raton's Customs and Border Protection Facility has cleared travelers from as far away as Europe. Most clearances, however, start near our own backyard, originating from the country of the Bahamas.



Memo

To: Melvin Pollack, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: June 17, 2020
RE: **ITB 2020-BRAA-002 Taxiway P5, C, P9, and P10 Widening and PAPI Replacement - Award**

AGENDA ITEM – X - B

The Boca Raton Airport Authority released Invitation to Bid 2020-BRAA-02 Taxiway P5, C, P9, and P10 Widening and PAPI Replacement (the ITB) in March 2020. The project includes widening taxiway connectors where taxiway excursions occur during periods of ramp congestion and replacing the Precision Approach Path Indicators (PAPIs) for Runway 5/23.

The bid closed on May 5, 2020 and the Authority received the following bids:

1. FG Construction, Inc.	\$887,273.28
2. General Asphalt Co., Inc.	\$1,321,287.50
3. The Whiting Turner Contracting	\$1,443,592.88
4. Ranger Construction Industries, Inc.	\$1,456,680.25

While the lowest responsive bid exceeds current project funding by approximately \$260,000, the Florida Department of Transportation has indicated additional grant funding will be made available in July to cover 80% of the increased costs.

Airport Management recommends approval of Resolution No. 06-18-20 awarding the contract for ITB 2020-BRAA-002 to the lowest responsive bidder, FG Construction, Inc. in the amount of \$887,273.28.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 06-18-20

A Resolution by the Boca Raton Airport Authority awarding contract for Invitation to Bid 2020-BRAA-02 Taxiway P5, C, P9, and P10 Widening and PAPI Replacement

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 16, 2020 Airport Management issued Invitation to Bid No. 2020-BRAA-002 – Taxiway P5, C, P9, and P10 Widening and PAPI Replacement (the 'ITB');

WHEREAS, the Authority received four responses to the ITB;

WHEREAS, the Authority's General Consultant deemed FG Construction, Inc. as the lowest responsive bidder;

WHEREAS, the Authority wishes to award the Contract for Taxiway P5, C, P9, and P10 Widening and PAPI Replacement to FG Construction, Inc.;

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 17th DAY OF JUNE 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 Taxiway P5, C, P9, and P10 Widening and PAPI Replacement to FG Construction, 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 06-18-20.**
4. **The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 06-18-20.**

ADOPTED by the Boca Raton Airport Authority, this 17th day of June 2020.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Secretary & Treasurer

Chair

CONTRACT
BETWEEN
BOCA RATON AIRPORT AUTHORITY



and

_____ FG Construction, In. _____

for

BID/CONTRACT NO.: | 2020-BRAA-02 |

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CONTRACT

THIS IS A CONTRACT, by and between the Boca Raton Airport Authority (the "BRAA"), an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida, and FG Construction, Inc. (the "CONTRACTOR"), a General Contractor, for Taxiway P5, C, P9, and P10 Widening and PAPI Replacement in the total amount of \$887,273.28.

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

ARTICLE 1 DEFINITIONS

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

- 1.1. Allowances: The original amount established by the BRAA when awarding the Contract to address cost overruns or other unforeseen circumstances. Such Allowances are set at the time the contract is awarded.
- 1.2. Airport: The Boca Raton Airport.
- 1.3. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.4. Board: The Board of Members of the Boca Raton Airport Authority, its successors and assigns.
- 1.5. BRAA: The Boca Raton Airport Authority, an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida. In all respects hereunder, BRAA's performance is pursuant to BRAA's position as the owner of a construction project. In the event BRAA exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to BRAA's regulatory authority as a governmental body and shall not be attributable in any manner to BRAA as a party to this Contract.
- 1.6. Change Order: A written document effectuating a change in the Contract Price or Contract Time or a material change in the Work, where the change in the Contract Time or material changes in the Work causes the overall cost of the Contract to exceed the Contract Price, including Allowances.

- 1.7. Consultant: The entity duly authorized by the BRAA to act as the Resident Project Representative (“RPR”) and who is responsible for the engineering inspection and observation of the Contract Work.
- 1.8. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
- 1.9. Contract Administrator: The Executive Director of the BRAA or his or her designee.
- 1.10. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Article 1 through 7 of this Contract, the Contract Supplement, , General Conditions, General Provisions, Standard Federal Requirements and Certifications, Standard FDOT Requirements and Certifications, the Invitation to Bid, Addenda, Instructions to Bidders, Supplemental Instructions to Bidders, Scope of Work, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Supplemental Conditions, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Instruction(s), Field Bulletin(s) and any additional documents the submission of which is required by this Project.
- 1.11. Contract Price: The original amount established in the bid submittal and awarded by the BRAA, that affects the cost of the Project, as may be amended by Change Order.
- 1.12. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by Change Order or Field Order.
- 1.13. Contractor: The person, firm, or corporate entity with whom the BRAA has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
- 1.14. Design Professional: A person, firm or corporate entity which provides services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Design Professional Services also includes the Airport’s General Consultant of Record and “consultant services” as defined or described in Federal Aviation Administration Advisory Circular 150/5100-14E dated September 25, 2015, as it may amended or superseded from time to time.
- 1.15. Disadvantaged Business Enterprise (DBE) Liaison Officer: A person, firm or corporate entity who is responsible for implementing all aspects of BRAA’s DBE program and who has direct, independent access to the Executive Director concerning DBE program matters.

- 1.16. Executive Director: The Executive Director of the BRAA who is responsible for resolving disputes arising under this Contract and for other administrative decisions related to the Contract Documents.
- 1.17. Field Order: A written order which orders minor changes in the Work, including changes to the cost of the Work and/or the Contract Time, where such changes do not exceed the overall Contract Price, including Allowances.
- 1.18. Final Completion: The date certified by CONSULTANT in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT'S knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.19. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.
- 1.20. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.21. Project: The construction, assembly or installation project described in the Contract Documents, including the Work described therein.
- 1.22. Project Initiation Date: The date set forth in the Project Notice to Proceed, as described in Article 3, upon which the Contract Time commences.
- 1.23. Subcontractor: A person, firm or corporate entity having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.24. Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by Contract Administrator in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the BRAA or its designee can enjoy use or occupancy of and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.25. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

- 1.26. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project. See Invitation to **Bid No. 2020-BRAA-002**.

ARTICLE 3 CONTRACT TIME

- 3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of two or more notices to proceed issued by the Contract Administrator. The first notice to proceed (the "Administrative Notice to Proceed") will not be issued until CONTRACTOR's submission to BRAA of all required documents and after execution of the Contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for commencement of the Work, as well as ordering of all materials and supplies necessary for performance of Work shall be commenced within ten (10) calendar days after the date of the Administrative Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from CONSULTANT to apply for construction permits to applicable permitting authorities. Issuance of all necessary permits by applicable permitting authorities shall be a condition precedent to the issuance of the second notice to proceed (the "Project Notice to Proceed") for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation prior to the issuance of the Project Notice to Proceed. The Work to be performed pursuant to the Project Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the Project Notice to Proceed.
- 3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within 90 calendar days from the Project Initiation Date specified in the Project Notice to Proceed, as specified in the Instruction to Bidders. Contractor must obtain Final Completion within 30 calendar days from the date of Substantial Completion.
- 3.3. Upon failure of CONTRACTOR to obtain Substantial Completion within the deadline specified in Section 3.2, plus approved time extensions, CONTRACTOR shall pay to BRAA the sum of Five Hundred and 00 Dollars (\$500.00) for each calendar day after the deadline for Substantial Completion. After Substantial Completion, should CONTRACTOR fail to complete the remaining Work and achieve Final Completion within 30 calendar days from the deadline for Substantial Completion described in Section 3.2, plus approved time extensions thereof, CONTRACTOR shall pay to BRAA the sum of Two Hundred Fifty and 00 Dollars (\$250.00) for each calendar day after the deadline for Final Completion specified in Section 3.2 above, plus any approved extensions. These amounts are not penalties but are liquidated damages to BRAA for its inability to obtain

full beneficial occupancy and utilization of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by BRAA as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

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

- 3.4. BRAA is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as BRAA may, in its sole discretion, deem just and reasonable.
- 3.5. CONTRACTOR shall be responsible for reimbursing BRAA, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the Final Completion date specified above, plus approved time extensions. CONSULTANT construction administration costs, including but not limited to inspections, project management, and contract management services, shall be pursuant to the contract between BRAA and CONSULTANT, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract as provided in Article 8 of this agreement.

ARTICLE 4 CONTRACT SUM

- 4.1. This is a Unit Price Contract:*
 - 4.1.1. BRAA shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the Schedule of Prices bid. The number of units contained in this Schedule of Prices is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.
 - 4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.
- 4.2. This is a Lump Sum Contract:*
 - 4.2.1. BRAA shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded and paid in accordance and subject to compliance with Article 5.
 - 4.2.2. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with

completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

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

ARTICLE 5 METHOD OF BILLING AND PAYMENT

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

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

Clara Bennett

903 NW 35th St

Boca Raton, FL 33431

5.2. Pencil copy progress payment reviews to confirm completed or partially completed portions of work are required with the Engineer of Record prior to submittal for DBE compliance review. Upon quantifying work performed for a given 30-day pay period, the CONTRACTOR shall formally submit (stamped "day and time received") for review, the pencil copy progress application with all quantity entries and amounts due for payment. The formal submittal will be stamped to initiate the BRAA 25-business day review process, which includes DBE compliance review. Pencil copy reviews with the Engineer of Record ("EOR") will be completed by the CONTRACTOR within five (5) working days after formal pencil copy submittal. All quantity entries and payments due must be accurately presented in the CONTRACTOR's pencil copy progress payment application. Upon

approval of the pencil copy application, the CONTRACTOR shall formally submit the approved pencil copy document with DBE Compliance paperwork for DBE Compliance review. If at any time during the formal review process, the payment application submittal is rejected as a result of missing or deficient information, the CONTRACTOR shall make all required corrections and resubmit the Application of Payment to restart the 25-business day review process.

- 5.3. All such Applications for Payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered to CONSULTANT, above. Payments of Invoices shall be subject to approval as specified above and if approved, payment shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the CONTRACTOR may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 5 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the Contract requirements, the BRAA shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. For all disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.
- 5.4. Where the Project involves DBE requirements, CONTRACTOR shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment BRAA makes to CONTRACTOR. CONTRACTOR agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay of postponement of payment after the 30-day period as described above may occur only for good cause following written approval of the BRAA. This clause applies to both DBE and non-DBE subcontractors.
- 5.5. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by BRAA until Final Completion and acceptance by BRAA in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the EXECUTIVE DIRECTOR shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any interest earned on retainage shall accrue to the benefit of BRAA.
- 5.6. Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoice amount of materials and equipment as set forth herein. Additionally retainage on 90% of the invoice amount shall be paid per this section. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for materials and equipment shall be included with the Application for Payment.
- 5.7. BRAA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.7.1 Defective or partially completed work not remedied or completed.

- 5.7.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or BRAA because of CONTRACTOR's performance.
- 5.7.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- 5.7.4 Damage to another contractor not remedied.
- 5.7.5 Liquidated damages and costs incurred by CONSULTANT for extended construction administration, inspection and testing services.
- 5.7.6 Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

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

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 7 MISCELLANEOUS

- 7.1. Contract Documents and Priority of Provisions. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated by the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the General Conditions, or the General Provisions shall prevail (in that order) and be given effect.
- 7.2. Public Entity Crimes. In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the BRAA, may not submit a bid on a contract with the BRAA for the construction or repair of a public building or public work, may not submit bids on leases of real property to the BRAA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the BRAA, and may not transact any business with the BRAA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in cancellation of the BRAA purchase and may result in CONTRACTOR debarment.
- 7.3. Independent Contractor. CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be supervised by CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the BRAA. This Contract shall not constitute or make the parties a partnership or joint venture. The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the BRAA or any of its departments. The CONTRACTOR shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.
- It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The BRAA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Bidder.
- 7.4. Third Party Beneficiaries. Neither CONTRACTOR nor BRAA intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

- 7.5. Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified with simultaneous copy sent via e-mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For BRAA:

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

With a copy to:

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

For CONTRACTOR:

_____ |

- 7.6. Assignment and Subcontracting. Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder without the previous written consent of the Contract Administrator. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Article 28 of the General Conditions.
- 7.7. Standard of Performance. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to BRAA's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Contract in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services, consistent with BRAA's interests... CONTRACTOR acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the Contract Documents. The CONTRACTOR shall perform its duties without neglect. The CONTRACTOR accepts the relationship of trust and confident established by the

- Contract, and covenants with the BRAA to cooperate with the BRAA and use its best skill, efforts, and judgment to further the interests of the BRAA in performing the work.
- 7.8. Materiality. BRAA and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.
- 7.9. Waiver of Breach. BRAA's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver by the BRAA shall not be effective unless it is in writing, signed by the proper representative of the BRAA, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- 7.10. Severability. In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BRAA or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 7.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BRAA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**
- 7.12. Attorney's fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 7.13. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein and executed by the CONTRACTOR and the BRAA.

- 7.14. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.15. Truth-in-Negotiation Representation. CONTRACTOR's compensation under this Contract is based upon representations supplied to the BRAA by CONTRACTOR, and CONTRACTOR certifies that the wage rates, factual nit costs, and other factual information supplied to substantiate CONTRACTOR's compensation are accurate, complete, and current at the time of contracting. BRAA shall be entitled to recover any damages it incurs to the extent any such representation is untrue.
- 7.16. Additional Security Requirements. CONTRACTOR certifies and represents that it will comply with Airport Security Requirements as required by Federal law.
- 7.17. Waiver of Subrogation CONTRACTOR hereby waives any and all rights of Subrogation against the BRAA, its officers, employees, and agents for each required policy. When required by the insurer, or should the policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recover Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

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

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

BRAA

ATTEST:

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

Name: _____

Executed on _____, 20____

Approved as to form:

Name: _____

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

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

[If not incorporated sign below.]

BRAA REQUIRES FOUR (4) FULLY EXECUTED CONTRACTS FOR DISTRIBUTION.

005232 CONTRACT SUPPLEMENT

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

FAA Grant Project

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

DBE Requirements

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

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

[X] FDOT Grant Project

- A. By virtue of the fact that the funding of this Project will be delivered in full or in part from the government of the State of Florida through the Florida Department of Transportation referred to as BCT Taxiways P5, C, P9 and P10 Widening – Construction/Electrical Vault, Airfield Singage, and Airfield Lighting Improvements No. 445876-1-94-01/437982-1-94-01.
- B. Clauses, terms, or conditions required by FDOT are hereby attached and made a part of the Contract Documents, and CONTRACTOR is responsible for familiarizing itself with these clauses, terms and conditions.
- C. All design plans and specifications must comply with applicable federal, state, local, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- D. CONTRACTOR shall perform all Work in accordance with the following standards, as applicable:
 - 1. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets; and
 - 2. Highways (Commonly Referred to as the "Florida Green Book");
 - 3. Manual on Uniform Traffic Control Devices;
 - 4. Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports";
 - 5. Standard Specifications for Construction of General Aviation Airports;
 - 6. Design Guidelines & Minimum Standard Requirements for T-Hangar Projects.
- E. CONTRACTOR shall ensure that completed construction complies with the project plans and specifications, and CONSULTANT must certify such compliance before the Work is deemed to be finally completed.

005233 GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

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

ARTICLE 2 INTENTION OF BRAA

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

ARTICLE 3 PRELIMINARY MATTERS

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

- Bar Chart
- Modified Critical Path Method (CPM)
- CPM
- Computerized CPM

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

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

- 3.1.2. A preliminary schedule of Shop Drawing submissions; and

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

- Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

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

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

- 3.3. Within thirty (30) days from the Project Initiation Date, a pre-construction/pre-work conference hosted by the Contract Administrator and attended by CONTRACTOR, CONSULTANT and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within ten (10) days after the pre-construction/pre-work conference, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CONSULTANT review. The finalized progress schedule will be accepted by CONSULTANT only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by BRAA or CONSULTANT of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONSULTANT or BRAA responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized Schedule of Prices pursuant to subsection 3.1.3 above must be acceptable to CONSULTANT as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

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

- 4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to BRAA the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.
- 4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by BRAA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Contract.
- 4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Palm Beach County and provide BRAA with evidence of such recording.
- 4.4. Alternate Form of Security - In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit (BRAA Form BID002-6). Such alternate forms of security shall be subject to the approval by the BRAA and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by BRAA for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

5.1. Bid Bonds, Performance Bonds and Payment Bonds:

- 5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
- 5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide BRAA with evidence satisfactory to BRAA, that such excess risk has been protected in an acceptable manner.
- 5.1.3. The surety company shall have at least the following minimum ratings. A surety company that is rejected by BRAA may be substituted by the Bidder or proposer with a surety company acceptable to the BRAA, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

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

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

ARTICLE 6 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless BRAA, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by the EXECUTIVE DIRECTOR , any sums due CONTRACTOR under this Contract

may be retained by BRAA until all of BRAA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by BRAA.

Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes.

ARTICLE 7 INSURANCE REQUIREMENTS

- 7.1. Except as modified herein, the insurance coverage requirements for this project are identified in the Insurance Standards section of the Boca Raton Airport Regulations, as amended, which can be found at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf> and is a part of the Contract Documents.
 - 7.1.1. CONTRACTOR shall maintain Commercial General Liability Insurance in an amount greater than or equal to \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
 - 7.1.2. The Contractor shall provide Umbrella/Excess Liability insurance in an amount greater than or equal to \$5,000,000.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.
- 7.3. The policy(ies) must be endorsed to provide BRAA with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in the Insurance Requirements Form. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 7.5. The BRAA reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
- 7.6. BRAA and CONSULTANT are to be expressly included as Additional Insureds in the name of "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" with respect to general liability and excess liability coverages arising out of operations performed for BRAA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that

subcontractor names "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" as additional insureds.

ARTICLE 8 LABOR AND MATERIALS

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

ARTICLE 9 ROYALTIES AND PATENTS

- 9.1. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.
- 9.2. The CONTRACTOR without exception, shall indemnify and hold harmless the BRAA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR. The CONTRACTOR has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or materials not supplied by CONTRACTOR, or is based solely and exclusively upon the BRAA's alteration of the article. The BRAA will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the CONTRACTOR may, at its option and expense, procure for the BRAA the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the BRAA agrees to return the article on request to the CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.)

ARTICLE 10 WEATHER

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

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

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

ARTICLE 12 RESOLUTION OF DISPUTES

To prevent all disputes and litigation, it is agreed by the parties hereto that, the EXECUTIVE DIRECTOR shall decide all questions, claims, difficulties and disputes of whatever nature which may arise under this Contract. CONTRACTOR shall first submit all questions, claims, difficulties, and disputes to CONSULTANT, who shall use good faith efforts to resolve the matter. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the CONSULTANT and CONTRACTOR shall be decided by the EXECUTIVE DIRECTOR, whose decision shall be based on a written statements of the CONSULTANT and CONTRACTOR that state clearly and in detail the basis of their respective positions. EXECUTIVE DIRECTOR shall notify the CONSULTANT and CONTRACTOR in writing of EXECUTIVE DIRECTOR's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless EXECUTIVE DIRECTOR requires additional time to gather information or allow the parties to provide additional information. The written decision of the EXECUTIVE DIRECTOR shall be final and conclusive. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CONSULTANT shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 12.1. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law.
- 12.2. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

CONSULTANT and BRAA shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.

13.1.1. Unless otherwise provided in the Contract, Drawings, and Specifications, shop testing of materials or work shall be performed by the CONTRACTOR at its expense and in accordance with the Technical Specifications. Quality Control (QC) testing of materials placed on-site shall be provided by the CONTRACTOR and performed by the CONTRACTOR's Certified Testing Laboratory. All tests shall be performed in accordance with the requirements of ASTM Standards, ACI standards, or as stipulated in the Technical Specifications. The BRAA may provide Q/A testing as means of verification of CONTRACTOR's QC Testing. CONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. CONTRACTOR shall provide reasonable and accurate notice of when construction activities, which require BRAA's Q/A testing services are required. CONTRACTOR shall be responsible for stand-by and other costs associated with the Q/A testing agency if that construction activity is delayed or canceled.

13.1.2. Should the Contract Documents, CONSULTANT's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than BRAA, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.

13.1.3. Reexamination of any of the Work may be ordered by CONSULTANT with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, BRAA shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, including being covered prior to inspection in a manner that is inconsistent with the Contract Documents, permitting requirements or industry standards, CONTRACTOR shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT.

13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

ARTICLE 14 SUPERINTENDENT AND SUPERVISION

- 14.1. Superintendent Qualifications. CONTRACTOR shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to CONSULTANT. The superintendent must have at least five (5) years documented experience as a superintendent on projects similar to the Work in detail and scope. CONTRACTOR shall submit the superintendent's resumé and documented experience to CONSULTANT for CONSULTANT's approval five (5) days before the pre-construction meeting. The superintendent shall not be changed except with the written consent of CONSULTANT, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ.
- 14.2. The orders of BRAA are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by CONSULTANT upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 14.3. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of BRAA, CONSULTANT, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by BRAA and CONSULTANT.
- 14.4. The Contract Administrator, CONTRACTOR, and CONSULTANT shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. CONSULTANT shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 14.5. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform the CONSULTANT and Contract Administrator, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- 14.6. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

ARTICLE 15 BRAA'S RIGHT TO TERMINATE CONTRACT

- 15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or the Scrutinized Companies that Boycott Israel List, pursuant to 215.4725, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, the Contract Administrator may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the EXECUTIVE DIRECTOR may, on recommendation of CONSULTANT certifying CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition BRAA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by BRAA, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by BRAA shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to BRAA the amount of said excess.
- 15.2. If, after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of BRAA and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3. This Contract may be terminated for convenience in writing by BRAA upon ten (10) calendar days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by

CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.

- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3 or 15.5, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to BRAA all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 15.5. This Contract may also be terminated by the BRAA upon the disqualification of CONTRACTOR due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet non-discrimination or DBE obligations.

ARTICLE 16 SUSPENSION OF WORK

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

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

- 17.1. BRAA is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONTRACTOR and all its subcontractors shall comply with Florida's Public Records Law. To the extent CONTRACTOR is a Contractor acting on behalf of BRAA pursuant to Section 119.0701, Florida Statutes, CONTRACTOR and its subcontractors shall:
 - 17.1.1. Keep and maintain public records that ordinarily and necessarily would be required by BRAA were BRAA in order to perform the services;
 - 17.1.2. Provide the public with access to such public records on the same terms and conditions that BRAA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 17.1.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 17.1.4. Meet all requirements for retaining public records and transfer to BRAA, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BRAA in a format that is compatible with the information technology systems of BRAA. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.

17.1.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35H STREET, BOCA RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT 561-391-2202 x205 OR BY EMAIL AT christine@bocaairport.com.

17.1.6. The failure of CONTRACTOR to comply with the provisions set forth in this Section 17.6 shall constitute a default and breach of this Contract, and BRAA shall enforce the default in accordance with the provisions set forth in Article 15.

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

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

- a) Compliance with Contract Documents
- b) Compliance with Agreement provisions regarding the pricing of change orders
- c) Accuracy of CONTRACTOR representations regarding the pricing of invoices

- d) Accuracy of CONTRACTOR representations related to claims submitted by the CONTRACTOR including subcontractors, or any of its other payees.

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

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

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

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

- 17.3. CONTRACTOR shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between CONTRACTOR and payee. CONTRACTOR will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.
- 17.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BRAA's disallowance and recovery of any payment reliant upon such entry.
- 17.5. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges to BRAA (of any nature) by the Contractor and/or the CONTRACTOR's Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, the reasonable actual cost of the BRAA's audit shall be reimbursed to the BRAA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time (not to exceed 30 calendar days) from presentation of BRAA's findings to CONTRACTOR.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 19 EXPLOSIVES

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

ARTICLE 20 DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by

such conditions, shall, within twenty-four (24) hours of their discovery, notify CONSULTANT in writing of the existence of the aforesaid conditions. CONSULTANT shall, within three (3) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of EXECUTIVE DIRECTOR, after consultation with CONSULTANT, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the EXECUTIVE DIRECTOR, may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both in accordance with the procedures set forth in Article 36. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CONSULTANT in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CONSULTANT as the date of Substantial Completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

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

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

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

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

ARTICLE 24 WARRANTY

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

ARTICLE 25 SUPPLEMENTARY DRAWINGS

When, in the opinion of CONSULTANT, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by CONSULTANT.

2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

- 26.1. CONSULTANT shall have the authority reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by CONSULTANT, BRAA shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by BRAA in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, BRAA may declare CONTRACTOR in default.
- 26.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from BRAA, shall promptly correct such defective or nonconforming Work within the time specified by BRAA without cost to BRAA,

to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

- 26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate BRAA to final acceptance.

ARTICLE 27 TAXES

- 27.1. CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 27.2. The BRAA is exempt from payment of Florida state sales and use taxes. The selected Bidder shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the BRAA, nor is the selected Bidder authorized to use the BRAA's tax exemption number in securing such materials.

ARTICLE 28 SUBCONTRACTS

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

ARTICLE 29 SEPARATE CONTRACTS

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

ARTICLE 30 USE OF COMPLETED PORTIONS

- 30.1. BRAA shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by CONSULTANT and approved by Board.
- 30.2. In the event BRAA takes possession of any completed or partially completed portions of the Project, the following shall occur:
- 30.2.1. BRAA shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to BRAA's intended occupancy of a designated area.
- 30.2.2. CONTRACTOR shall complete the designated area to the point of Substantial Completion and request inspection and issuance of a Certificate of Substantial Completion for the designated area only from CONSULTANT in accordance with Article 42 "Substantial Completion".
- 30.2.3. Upon CONSULTANT's issuance of a Certificate of Substantial Completion for the designated area, BRAA will assume full responsibility for maintenance, utilities, subsequent damages of BRAA and public, adjustment of insurance coverages and start of warranty for the designated area.

- 30.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion for the designated area within the time specified by CONSULTANT on the Certificate of Substantial Completion for the designated area, as soon as possible and request final inspection and final acceptance of the designated area. Upon completion of final inspection of the designated area and receipt of an application for final payment, CONSULTANT shall issue a Final Certificate of Payment relative to the designated area. If BRAA finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by BRAA and CONTRACTOR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 30.2.6. Substantial Completion of a portion of the Work for a designated area under this Article does not impact the CONTRACTOR's obligation to complete the remainder of the Work in the designated Contract Time and shall not stop the clock for the remainder of the Work including, without limitation, for the purposes of determining Liquidated Damages.

ARTICLE 31 LANDS OF WORK

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

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

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

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

- 33.1. Utility lines in the Project area have been shown on the plans to the extent known. However, BRAA does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be CONTRACTOR's responsibility to identify and locate

all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof. CONTRACTOR shall notify each utility company involved at least thirty (30) calendar days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of CONTRACTOR shall be paid by CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

- 33.3. CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to CONTRACTOR for any loss of time or delay.
- 33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. BRAA reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of CONTRACTOR. All such repairs made by CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

ARTICLE 34 CONTRACT PRICE REDUCTION PROPOSALS

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT in writing. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without CONSULTANT's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by CONSULTANT shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, CONTRACTOR agrees to pay directly to CONSULTANT all CONSULTANT's fees and charges related to CONSULTANT's review of the request for substitution, whether or not the request for substitution is accepted by CONSULTANT. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including CONSULTANT review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between CONTRACTOR and BRAA and shall be processed as a deductive Change Order. BRAA may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

Changes in basic design of pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project are not eligible for cost reduction proposals.

ARTICLE 35 - QUALITY CONTROL PROGRAM

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

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

35.1.1.1. Adequately provide for the production of acceptable quality materials.

35.1.1.2. Provide sufficient information to assure both the CONTRACTOR and the CONSULTANT that the specification requirements can be met.

35.1.1.3. Allow the CONTRACTOR as much latitude as possible to develop his or her own standard of control.

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

35.2. DESCRIPTION OF PROGRAM.

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

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

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

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

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

35.3. QUALITY CONTROL ORGANIZATION.

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

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

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

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

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

- 1. Professional Engineer with 1 year of airport experience acceptable to the CONSULTANT.
- 2. Engineer in-training with 2 years of airport experience acceptable to the CONSULTANT.

3. An individual with 3 years of experience acceptable to the CONSULTANT, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
5. A NICET certified engineering technician in Civil Engineering Technology with 5 years of experience acceptable to the CONSULTANT.

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

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

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

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

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

35.4. **PROJECT PROGRESS SCHEDULE.** The Contractor shall submit a coordinated construction schedule for all Work activities, subject to the requirements of Article 3.1. The Contractor shall maintain the Work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the Work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all Work to comply with the requirements of the contract.

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

35.5.1. Specification item number;

35.5.2. Item description;

35.5.3. Description of submittal;

35.5.4. Specification paragraph requiring submittal; and

35.5.5. Scheduled date of submittal.

35.6. **INSPECTION REQUIREMENTS.** Quality control inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 35.8.

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

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

35.6.2. During field operations, quality control test results and the results thereof shall be undertaken as required by the Technical specifications and periodic inspections by the CONSULTANT shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

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

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

35.7.1. Specification item number (e.g., P-401);

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

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

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

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

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

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

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

- 35.8.1.1. Technical specification item number and description;
- 35.8.1.2. Compliance with approved submittals;
- 35.8.1.3. Proper storage of materials and equipment;
- 35.8.1.4. Proper operation of all equipment
- 35.8.1.5. Adherence to plans and technical specifications;

35.8.1.6. Review of quality control tests; and

35.8.1.7. Safety inspection.

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

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

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

35.8.2.1. Technical specification item number and description;

35.8.2.2. Test designation;

35.8.2.3. Location;

35.8.2.4. Date of test;

35.8.2.5. Control requirements;

35.8.2.6. Test results;

35.8.2.7. Causes for rejection;

35.8.2.8. Recommended remedial actions; and

35.8.2.9. Retests.

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

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

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

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

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

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

35.11. **NONCOMPLIANCE**

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

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

35.11.2.1. Order the CONTRACTOR to replace ineffective or unqualified quality control personnel or subcontractors.

35.11.2.2. Order the CONTRACTOR to stop operations until appropriate corrective actions is taken.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

36.1. Without invalidating the Contract and without notice to any surety, BRAA reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by BRAA as hereinafter provided.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

- 37.1. The EXECUTIVE DIRECTOR shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, provided the Field Order involves no change in the Contract Price, including Allowances, and no change in the Contract Time that causes the overall cost of the Contract to exceed the Contract Price, including Allowances.
- 37.2. CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price, including Allowances, and no change in the Contract Time that causes the overall cost of the Contract to exceed the Contract Price, plus Allowances.
- 37.3. If the CONTRACTOR becomes aware of a need for an interpretation of the Contract Documents relating to the Work, the CONTRACTOR shall submit to the CONSULTANT a Request for Information (RFI) delineating with specificity the CONTRACTOR's question and all the facts and documentation relative thereto. The CONSULTANT shall forward the RFI to the Design Professional, with a copy sent to the CONTRACT ADMINISTRATOR. The CONSULTANT shall issue a written response to the CONTRACTOR, with a copy sent to the CONTRACT ADMINISTRATOR.
- 37.4. If the CONTRACTOR contends that a Field Order, Supplement Instruction, or RFI involves a change in the Contract Time or the value of the work, CONTRACTOR shall notify the CONSULTANT in accordance with the procedures described in Article 40.

ARTICLE 38 CHANGE ORDERS

- 38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, including Allowances, or a change in Contract Time that causes the overall cost of the Contract to exceed the Contract Price, including Allowances, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the BRAA Procurement Code, as amended from time to time.
- 38.2. CONTRACTOR shall not start work on any changes requiring a Change Order until a Change Order setting forth the adjustments is approved by the BRAA. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a Change Order, and a Change Order has not been issued, BRAA reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work. During the pendency of the dispute, and upon receipt of a Change Order approved by BRAA, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONSULTANT in writing within seven (7) calendar days of CONTRACTOR's

agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

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

ARTICLE 39 VALUE OF CHANGES IN WORK

- 39.1. The value of any Work covered by a Change Order or a Field Order shall be determined in one of the following ways:

- 39.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

- 39.1.2. By mutual acceptance of a lump sum which CONTRACTOR and BRAA acknowledge contains a component for overhead and profit.

- 39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.

- 39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order or Field Order. Except as otherwise may be agreed to in writing by BRAA, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.

- 39.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order or Field Order under schedules of job classifications agreed upon by BRAA and CONTRACTOR. Payroll costs for employees not employed full time on the Work covered by the Change Order or Field Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by BRAA.

- 39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field

services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless BRAA deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to BRAA. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to BRAA and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by BRAA with the advice of CONSULTANT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

39.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by BRAA, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to BRAA who will then determine, with the advice of CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order or Field Order only if pre-approved in writing by the EXECUTIVE DIRECTOR.

39.2.5. Supplemental costs including the following:

39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

39.2.5.3. Sales, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

39.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

39.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

39.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

39.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

39.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

39.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

39.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.

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

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

39.4.2. A fee based on the following percentages of the various portions of the cost of the work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

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

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR THE VALUE OF THE WORK

- 40.1 Any claim for a change in the Contract Time or the value of the Work shall be made by written notice by CONTRACTOR to CONSULTANT within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by CONTRACTOR of the claim and the notice shall state the general nature and cause of the claim. Thereafter,

within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the CONSULTANT (hereinafter "Claim Notice"). The Claim Notice shall include CONTRACTOR's written notarized certification that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and CONTRACTOR cannot resolve a claim for changes in the Contract Time or the value of the Work as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the CONSULTANT, then CONTRACTOR shall submit the claim to EXECUTIVE DIRECTOR within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

- 40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by BRAA, any circumstances that are not reasonably foreseeable and that beyond the CONTRACTOR's control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance in accordance with Article 57 "Force Majeure".

ARTICLE 41 NO DAMAGES FOR DELAY

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

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

- 42.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors, which shall include, but not be limited to, acts or neglect by any separate contractor employed by BRAA, any circumstances that are not reasonably foreseeable and that beyond the CONTRACTOR's control, including fire, flood, explosion,

strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance in accordance with Article 57 "Force Majeure", are Excusable Delay.

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

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

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

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

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

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

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

ARTICLE 43 SUBSTANTIAL COMPLETION

When CONTRACTOR considers that the Work, or a portion thereof designated by BRAA pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify the Contract Administrator and CONSULTANT in writing. CONSULTANT shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 007600-1). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of BRAA and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CONSULTANT and the Contract Administrator shall develop and CONTRACTOR shall review the list of all Work yet to be completed by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to CONTRACTOR within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44 NO INTEREST

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

ARTICLE 45 SHOP DRAWINGS

- 45.1. CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Administrative Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

- 45.3. After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- 45.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 45.5. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- 45.6. CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 45.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.
- 45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 45.9. CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 45.10. CONTRACTOR shall keep one set of Shop Drawings marked with CONSULTANT's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- 46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, hand holes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to CONSULTANT as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

All record drawings shall be made on reproducible paper and shall be delivered to CONSULTANT prior to, and as a condition of, final payment.

- 46.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to CONSULTANT for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.
- 46.3. Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to BRAA, CONTRACTOR's record drawings or as-built drawings acceptable to CONSULTANT.

ARTICLE 47 SAFETY AND PROTECTION

- 47.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 47.1.1. All employees on the work site and other persons who may be affected thereby;
- 47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- 47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 47.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to BRAA and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.
- 47.3. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to BRAA.

ARTICLE 48 FINAL BILL OF MATERIALS

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

ARTICLE 49 PAYMENT BY BRAA FOR TESTS

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

ARTICLE 50 PROJECT SIGN

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

ARTICLE 51 HURRICANE PRECAUTIONS

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

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

CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. CONTRACTOR shall at all times keep the premises free from accumulation of excess dust, which presents a hazard to Airport operations. At the completion of

the Project, CONTRACTOR shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, BRAA may do so and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate contractors as to their responsibility for cleaning up, BRAA may clean up and charge the cost thereof to the contractors responsible therefore as CONSULTANT shall determine to be just.

ARTICLE 53 REMOVAL OF EQUIPMENT

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

ARTICLE 54 DBE COMPLIANCE

54.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all applicable requirements of the BRAA's Disadvantaged Business Enterprise ("DBE") Program and Federal law as set forth in 49 CFR §26 in the award and administration of this Contract and all derivative contracts for goods and services. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit BRAA, to terminate this Contract or to exercise any other remedy provided under this Contract, under the BRAA's DBE Program, or under applicable law, with all of such remedies being cumulative.

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

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

By execution of this Contract, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). BRAA hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle BRAA

- to terminate this Contract and recover from CONTRACTOR all monies paid by BRAA pursuant to this Contract.
- 54.2. The DBE Program provides for the establishment and implementation of DBE participation goals, initiatives, and other opportunities for BRAA contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the DBE Program in the award and administration of the Contract.
- 54.3. The BRAA shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract price by ten percent (10%), for opportunities to include or increase the participation of DBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include DBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the BRAA.
- 54.4. CONTRACTOR may not terminate for convenience a DBE firm listed as a subcontractor in the CONTRACTOR's bid or offer without the BRAA's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform BRAA immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the BRAA may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including for cause, CONTRACTOR shall with notice to and concurrence of the BRAA, substitute another DBE firm in order to meet the level of DBE participation required by the Contract. Such substitution shall not be required in the event the termination results from BRAA changing the Scope of Work hereunder and there is no available DBE to perform the new Scope of Work.
- 54.5. In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating DBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter Of Intent Between Bidder and DBE Subcontractor/Supplier into this Contract. Upon execution of this Contract by BRAA, CONTRACTOR shall enter into a formal contract with the DBE firms CONTRACTOR selected to fulfill the DBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to the DBE Liaison Officer.
- 54.6. CONTRACTOR shall allow BRAA to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and DBE Program obligations. BRAA shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow BRAA to determine CONTRACTOR's compliance with its commitment to the DBE participation goal and the status of any DBE firm performing any portion of this Contract.
- 54.7. CONTRACTOR understands that it is the responsibility of the DBE Liaison Officer and the BRAA to monitor compliance with the DBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its DBE obligations in accordance with Article 5, "Method of Billing and Payment" of this Contract.

54.8. Nonpayment of a DBE subcontractor, subconsultant or supplier as required by this Contract shall be a material breach of this Contract. In event of non-payment, the CONTRACT ADMINISTRATOR may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a DBE firm shall not preclude BRAA or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its DBE subcontractor, subconsultant or supplier.

ARTICLE 55 BRAA/BCT HOLIDAY SCHEDULE (NON WORK SCHEDULE)

55.1. The Boca Raton Airport Authority and Airport staff recognize the following holiday schedule (non-work schedule):

Martin Luther King Day	January 20, 2020
Presidents Day	February 17, 2020
Memorial Day	May 25, 2020
Independence Day	July 4, 2020
Labor Day	September 2, 2020
Thanksgiving Day	November 26, 2020
Christmas Eve	December 24, 2020
Christmas Day	December 25, 2020
New Year's Day	January 1, 2021

ARTICLE 56 FORCE MAJEURE

56.1. Notwithstanding any other provision in the Contract Documents to the contractor, The BRAA and the CONTRACTOR are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances that are not reasonably foreseeable, and that are beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

56.1.1. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

56.1.2. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

56.1.3. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

56.1.4. The non-performing party uses its best efforts to remedy its inability to perform.

56.2. Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the BRAA may at its sole discretion excuse performance for a longer term. Inability to obtain or delay in obtaining all necessary governmental approvals, permits or licenses and/or economic hardship of the selected Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

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)



SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

[] FAA Grant Requirements –

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

BIDDER shall complete and submit *BRAA Form FED001 - Standard Federal Requirements and Certifications*.

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

[] Disadvantaged Business Enterprise (DBE) Requirements

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

A DBE contract goal of 15.52 percent has been established for this contract. The BIDDER shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, which is attached, to meet the contract goal for DBE participation in the performance of this contract. The BIDDER will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

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

If BIDDER cannot meet the DBE contract goal of 15.52 percent, BIDDER shall complete *BRAA Form DBE004 – Statement of Good Faith Efforts*.

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

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

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

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

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

- [] Additional Surety Requirements – _____

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BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont. (Attachment No. 9 To the Bid Form; BID002-9)..... 18

BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS (Attachment No. 10 To the Bid Form; BID002-10)..... 19

BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS (Attachment No. 10 To the Bid Form; BID002-10)..... 20

SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES ON PUBLIC ENTITY CRIMES (Attachment No. 11 To the Bid Form; BID002-11) 21

SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES ON PUBLIC ENTITY CRIMES Cont. (Attachment No. 11 To the Bid Form; BID002-11) 22

SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES ON PUBLIC ENTITY CRIMES Cont. (Attachment No. 11 To the Bid Form; BID002-11)..... 23

TRENCH SAFETY AFFIDAVIT (Attachment No. 12 To the Bid Form; BID002-12)..... 24

BIDDERS INFORMATION SHEET (Attachment No. 13 To the Bid Form; BID002-13)..... 25

SUBCONTRACTOR INFORMATION SHEET (Attachment No. 14 To the Bid Form; BID002-14)..... 26

BUY AMERICAN CERTIFICATE (JAN 1991) (Attachment No. 15 To the Bid Form; BID002-15)..... 27

BUY AMERICAN CERTIFICATE (JAN 1991) Cont. (Attachment No. 15 To the Bid Form; BID002-15).....28

NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION (Attachment No. 16 To the Bid Form; BID002-16)..... 29

NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION Cont. (Attachment No. 16 To the Bid Form; BID002-16)..... 30

CONSTRUCTION CHANGE PROPOSAL (Attachment No. 17 To the Bid Form; BID002-17)..... 31

CONSTRUCTION CHANGE PROPOSAL Cont. (Attachment No. 17 To the Bid Form; BID002-17).....32

CONSTRUCTION CHANGE PROPOSAL Cont. (Attachment No. 17 To the Bid Form; BID002-17)..... 33

PAYMENT BOND (BRAA Form BD001)34

PERFORMANCE BOND (BRAA Form BD002)36

CERTIFICATE AS TO CORPORATE PRINCIPAL (BRAA Form BD003).....38

BID FORM (Form BID002)



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

BID NUMBER: 2020-BRAA-002

DATE: 5/5/2020

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled:
TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

as well as the premises and conditions affecting the work, FG CONSTRUCTION, LLC
("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 #1	dated March 20, 2020
Addendum #2	dated March 31, 2020
Addendum #3	dated April 8, 2020
Addendum #4	dated April 15, 2020
Addendum #5	dated April 30, 2020

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 provide by the Prime Contractor as construction manager, including responsibilities of oversight of other sub-contract work, to a second tier Prime Contractor. All sub-contractor work shall be contracted directly between the Prime Contractor and the sub-contractor performing the work.

Respectfully Submitted,

FG CONSTRUCTION, LLC

(Name of Bidding Firm)

Address:

By: 

2701 NW 55TH CT

TAMARAC, FL 33309

Print Name: BAO DANG

Title: MANAGER

FLORIDA STATE CONTRACTOR DATA: License

Number: CGC1511391

Classification: GENERAL CONTRACTOR

Monetary Limit: \$10M/\$30M

**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: \$ 887,273.28

In words: EIGHT HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED SEVENTY THREE AND 28/100 DOLLARS

Project Alternatives (If Applicable)

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

Alternative Bid No. 1: \$ _____ In words: _____

Alternative Bid No. 2: \$ _____ In words: _____

Alternative Bid No. 3: \$ _____ In words: _____

Alternative Bid No. 4: \$ _____ In words: _____

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

Bid Number: 2020-BRAA-002
Task Number:

Date: 5/5/2020

Schedule A - Taxiways P5, C, P9 and P10 Widening

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	2320.00	2320.00
2	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	2320.00	2320.00
3	C-104-1	Safety, Security and Maintenance of Airfield Operations	LS	1	4988.00	4988.00
4	C-104-2	Runway Closure Markers (Rental)	LS	1	43,314.40	43,314.40
5	C-105-1	Mobilization	LS	1	151,000.00	151,000.00
7	P-101-1	DEMOLISH TAXIWAY MARKINGS	SF	1,440	5.80	8352.00
8	P-101-2	DEMOLISH CONCRETE FLUME	LS	1	1972.00	1972.00
9	P-151-1	4" TURF STRIPPING	SY	2,690	8.90	23,933.47
10	P-152-1	Site Grading	LS	1	4640.00	4640.00
11	P-211-1 or P-219-1	Limerock Base Course, 12" Thick, or Recycled Concrete Aggregate Base Course, 12" Thick	SY	2,215	20.81	46,045.04
12	P-401-1	Asphalt Mix Pavement	TON	525	193.03	101,340.00
13	P-603-1	Emulsified Asphalt Tack Coat	GAL	120	25.00	3000.00
14	P-620-1	Temporary Markings (30% Application Rate, Non-reflective yellow)	SF	510	1.45	739.50
15	P-620-2	Final Reflective Markings (100% Application Rate, Type III Beads)	SF	745	4.47	3327.17
16	P-620-3	Black Non-Reflective Marking Outline	SF	140	1.10	154.28
17	P-620-4	Non-Movement Area Bars, Including Yellow and Black Markings	EA	4	551.00	2204.00
18	425-052-1	FDOT Type D Inlet (Includes Pipe Demolition And Integration With Existing Pipes).	EA	1	7118.28	7118.28
19	425-052-2	Modify Drainage Structure	EA	1	3248.85	3248.85
21	T-904-1	Sodding, Bahia	SY	4,050	7.54	30,537.00
22	T-905-1	ONSITE TOPSOIL FROM TURF STRIPPINGS PROCESSING AND PLACEMENT	LS	1	2320.00	2320.00
23	T-905-2	TURF STRIPPING - OFFSITE DISPOSAL	LS	1	9280.00	9280.00
24	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	50	27.84	1392.00
25	L-108-5.2	SAW CUT AND HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT.	LF	25	39.44	986.00
26	L-108-5.3	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	16	371.20	5939.20
27	L-108-5.4	10' ADDITIONAL GROUND ROD SECTIONS.	EA	16	185.60	2969.60
28	L-108-5.5	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM.	LF	4050	2.03	8221.50

Schedule A - Taxiways P5, C, P9 and P10 Widening

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
29	L-108-5.6	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM.	LF	5800	1.91	11,101.20
30	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE.	LF	3350	6.84	22,927.40
31	L-110-5.2	ONE 2" CONDUIT DIRECTIONAL BORED 48" DEEP BENEATH EXISTING FULL STRENGTH AND SHOULDER PAVEMENTS COMPLETE IN PLACE.	LF	1450	27.38	39,695.20
32	L-110-5.3	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM.	EA	15	301.60	4524.00
33	L-110-5.4	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2" CONDUIT, COMPLETE.	LF	100	55.68	5568.00
34	L-115-5.1	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH.	EA	1	1426.80	1426.80
35	L-115-5.2	L-867 16" DIAMETER BOTTOMLESS 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH.	EA	8	5510.00	44,080.00
36	L-115-5.3	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	1	324.80	324.80
37	L-115-5.4	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT, COMPLETE.	EA	52	208.80	10,857.60
38	L-125-5.1	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH.	EA	45	1643.60	76,212.00
39	L-125-5.5	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	17	139.20	2366.40
40	L-125-5.6	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	4640.00	4640.00
41	L-126-5.1	RELOCATED L-858, SIZE 2, 2 MODULE GUIDANCE SIGN WITH NEW CONCRETE BASE INSTALLED IN EARTH.	EA	5	5220.00	26,100.00
42	L-126-5.2	RELOCATED L-858, SIZE 2, 3 MODULE GUIDANCE SIGN WITH NEW CONCRETE BASE INSTALLED IN EARTH.	EA	3	6082.00	18,046.00
43	L-126-5.3	RELOCATED L-858, SIZE 2, 4 MODULE GUIDANCE SIGN WITH NEW CONCRETE BASE INSTALLED IN EARTH.	EA	3	6960.00	20880.00
44	L-126-5.4	REMOVAL OF EXISTING GUIDANCE SIGN CONCRETE BASE IN EARTH, COMPLETE.	EA	11	672.80	7400.80
45	W-103	ALLOWANCE ACCOUNT	ALL	1	\$10,000.00	\$10,000.00
TOTAL BID AMOUNT, SCHEDULE A:					\$ 777,912.48	

Sch A (in words): Seven hundred seventy seven thousand nine hundred twelve dollars and 48 cents

BID PRICE FORM
(Attachement #1 to the Bid Form)

Bid Number: 2020-BRAA-002
Task Number:

Date: 5/5/2020

Schedule B - PAPI Replacement

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH.	LF	25	27.84	696.00
2	L-108-5.3	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	2	371.20	742.40
3	L-108-5.4	10' ADDITIONAL GROUND ROD SECTIONS.	EA	2	185.60	371.20
4	L-108-5.5	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM.	LF	200	2.03	406.00
5	L-108-5.6	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM.	LF	1000	1.91	1914.00
6	L-108-5.7	#8, XHHW CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM.	LF	6500	1.80	11,687.00
7	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH COMPLETE IN PLACE.	LF	200	6.84	1368.80
8	L-110-5.3	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM.	EA	4	301.60	1206.40
9	L-125-5.3	INSTALLATION OF ALLOWANCE ACCOUNT RUNWAY 4 BOX L-880(L), PAPI LED SYSTEM (VOLTAGE DRIVEN) ON EXISTING CONCRETE FOUNDATION AND NEW PAPI POWER PEDESTAL, COMPLETE.	EA	2	8352.00	16,704.00
10	L-125-5.4	ALLOWANCE ACCOUNT: TWO NEW RUNWAY 4 BOX L-880(L), STYLE A, PAPI LED SYSTEM (VOLTAGE DRIVEN) WITH POWER AND CONTROL UNITS (PCUs), COMPLETE.	DR	1	\$54,000.00	\$54,000.00
11	L-125-5.5	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/ MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY.	EA	6	139.20	835.20
12	L-125-5.6	IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS	LS	1	904.80	904.80
TOTAL BID AMOUNT, SCHEDULE B:					\$ 90,835.80	

Sch B (in words): Ninety thousand eight hundred thirty five dollars and 80 cents

BID PRICE FORM
(Attachement #1 to the Bid Form)

Schedule C: Swell, Strike Repair

ITEM #	SPEC. NO.	ITEM DESCRIPTION	UNIT	QTY		
1	P-100-1	Mobilization	LS	1	2500.00	2,500.00
2	P-101-1	2" NOMINAL COLD MILLING (Day = 8 hour mobilization)	DAY	2	7,000.00	14,000.00
3	P-401-1	Asphalt Mix Pavement	TON	10	202.50	2,025.00
TOTAL BID AMOUNT, SCHEDULE C:						\$ 18,525.00

Sch C (in words): Eighteenthousand fivehundred twentyfive dollars

SUM TOTAL SCHEDULES A, B, AND C

Schedule A - Taxiway P5, C, P9, P10 Widening	\$ 777,912.48
Schedule B - PAPI Replacement	\$ 90,835.80
Schedule C - Swell, Strike Repair	\$ 18,525.00
BID TOTAL (Sch A + Sch B + Sch C):	\$\$ 887,273.28

Sch A-B-C (in words): Eight hundred eightyseven thousand two hundred seventythree dollars and 28 cents

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

PROJECT NAME: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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.

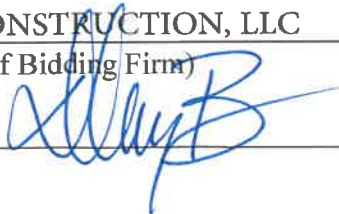
Night Work: All work will be performed at night beginning at 9:00 PM – concluding at 6:30 AM, during a five (5) night work week: Beginning Sunday night (9:00 PM) through Friday morning (6:30 AM). Turn over by Contractor to Airport Operations and Tower Operator 6:30 AM – 7:00 AM.

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 Document. 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.

FG CONSTRUCTION, LLC

(Name of Bidding Firm)

By: _____



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

PROJECT NAME: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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. 1	Contractor Quality Control Program (CQCP)	\$ 2,320
2. 2	Temporary Air and Water Pollution, Soil Erosion, Siltation Control	\$ 2,320
3. 3	Safety, Security and Maintenance of Airfield Operations	\$ 4,988
4. 5	Mobilization	\$ 75,000
5. 8	Demolish Concrete Flume	\$ 1,972
6. 9	4" Turf Stripping	\$ 23,933.47
7. 10	Site Grading	\$ 4,640
8. 11	Limerock Base Course, 12" Thick, or Recycled Concrete Aggregate Base Course, 12" Thick	\$ 46,095.04
TOTAL DOLLAR VALUE OF CONTRACTOR WORK:		\$ 161,268.51
PERCENT OF WORK TO BE PERFORMED BY CONTRACTOR:		% 18%

Name of Bidder: FG CONSTRUCTION, LLC

BIDDERS LICENSE NUMBER: CGC1511391 MONETARY LIMIT: \$10M/\$30M

BIDDERS CERTIFICATION NUMBER: _____ CLASSIFICATION: GENERAL CONTRACTOR

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

PROJECT: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

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

Name, Address and Telephone Number of Subcontractor	Type and Description of Work to be Performed	Subcontractor's License or Certification Number*	Contract Amount
1 Roberts Traffic Marking 2210 Hayes St, Hollywood, FL 33020 954-929-2922	Pavement Markings	10-3F-15138X	\$ 12,738.75
2 3-D Paving & Sealcoating 9315 W. Sample Rd Coral Springs, FL 33065 855-735-7623	Paving	V22101	\$ 125,365
3 ACME Barricades, LC 9800 Normandy Blvd Jacksonville, FL 32221 800-373-7704	MOT/Barricades	199306217	\$ 41,640
4 Agricultural Land Svcs, Inc. 12265 SR 7 Boynton Beach, FL 33473 561-732-6105	Sod	VC0000104657	\$ 22,923
5 American Infrastructure Svcs 11341 Lindbergh Blvd Ft. Myers, FL 33913 239-206-4411	Electrical	EC13007533	\$ 339,917.50
6.			\$
7.			\$
8.			\$
TOTAL DOLLAR VALUE OF SUBCONTRACTOR PARTICIPATION:			\$ 545,056.75
PERCENT SUBCONTRACTOR PARTICIPATION:			% 61%

*Subcontractor's Certification Number Must Be Provided.

Name of Bidder: FG CONSTRUCTION, LLC

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



KNOW ALL MEN BY THESE PRESENTS: That we, FG Construction, LLC, as Principal (Bidder), and U.S. Specialty Insurance Company, 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. 2020 - BRAA - 002 - Taxiway P5,- C, P9 and P10 Widening and Papi Replacement (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 5th day of May, 2020 .

NAME OF SURETY: U.S. Specialty Insurance Company

By: [Signature]
Florida Licensed Insurance
Agent or Attorney-in-Fact

James N. Congelio, Attorney-In-Fact
Type/Print

Countersigned:

NAME OF PRINCIPAL: FG Construction, LLC

By: [Signature] BAO DANG, MANAGER

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

By: *[Signature]*
Florida Licensed Insurance
Agent

James N. Congelio, Florida Resident Agent
Type/Print

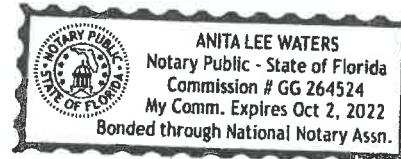
The following statement to be completed regarding the Florida Licensed Insurance Agent:

State of Florida
County of Hillsborough

Before me, the above signed authority, personally appeared **James N. Congelio**, who is personally known to me or has produced N/A (type of identification) identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Florida to represent **U.S. Specialty Insurance Company** of Houston, Texas, a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he has signed or countersigned the above bond on their behalf.

Sworn, and subscribed to before me this 5th day of May, 2020.

[Signature]
Anita Waters, Notary Public - State of Florida





TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

JAMES N. CONGELIO

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2010393, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ***** UNLIMITED ***** (***UNLIMITED***). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of May, 2020.

Bond No. BB2010393
Agency No. 11658



Kio Lo
Kio Lo, Assistant Secretary

HCCSZ POAUSSIC06/2018

**BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT
(Attachment No. 6 to the Bid Form – Form BID002-6)**

BID NUMBER: 2020-BRAA-002

DATE: _____

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

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

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

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

**BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT Cont.
(Attachment No. 6 to the Bid Form – BID002-6)**

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

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

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

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

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

Authorized Signature

Print Name: _____

Title: _____

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

Reasons for Not using this Firm

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

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

Signature:  _____
(Authorized Representative)

COMPLETE ONE FORM FOR EACH SOLICITATION OF SUBCONTRACTOR OR SUPPLIER:

NAME OF BIDDER: FG CONSTRUCTION, LLC

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

**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: FG CONSTRUCTION, LLC

FEIN of BIDDER: 30-0684928

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: *Ally B* (BAO DANG, MANAGER)
on this 5th day of May, 2020.

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its Manager. He/she is personally known to me or has produced
as identification and did (•) did not (•) take an oath.



CATHERINE J. REMINGTON
Commission # GG 159721
Expires January 7, 2022
Bonded Thru Budget Notary Services

Catherine Remington
NOTARY PUBLIC

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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: FG CONSTRUCTION, LLC

FEIN of BIDDER: 30-0684928

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

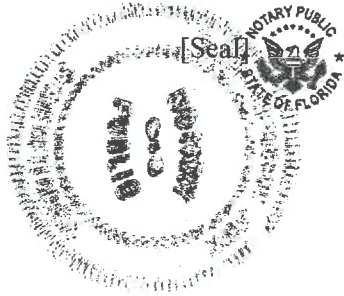
Certified and attested on behalf of BIDDER by:
on this 5th day of May, 2020.

(BAO DANG, MANAGER)

STATE OF Florida)
COUNTY OF Broward)

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

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its manager. He/~~she~~ is personally known to me ~~or~~ has produced
as identification and did () did not () take an oath.



CATHERINE J. REMINGTON
Commission # GG 159721
Expires January 7, 2022
Bonded Thru Budget Notary Services

Catherine Remington
NOTARY PUBLIC

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

**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: FG CONSTRUCTION, LLC

FEIN of BIDDER: 30-0684928

BIDDER hereby certifies and attests:

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

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

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

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES Cont.
(Attachment No. 11 to the Bid Form; 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:
on this 5th day of May, 2020.

(BAO DANG, MANAGER)

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its Manager. He/she is personally known to me ~~or has produced~~
as identification and did () did not (x) take an oath.



CATHERINE J. REMINGTON
Commission # GG 159721
Expires January 7, 2022
Bonded thru Budget Notary Services

Catherine Remington
NOTARY PUBLIC

END OF SWORN STATEMENT - PUBLIC ENTITY CRIMES

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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>NONE</u>		\$
		\$
		\$
		\$
		\$
		\$
	Total:	\$

Certified and attested on behalf of BIDDER by: [Signature] (BAO DANG, MANAGER)
on this 5th day of May, 2020.

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its Manager. He/she is personally known to me or has produced
as identification and did () did not (x) take an oath.



Catherine Remington
NOTARY PUBLIC

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

BIDDER shall complete and submit this form with its proposal.

FIRM'S NAME: FG CONSTRUCTION, LLC

ADDRESS: 2701 NW 55TH CT, TAMARAC, FL 33309

TELEPHONE: 954-766-4053

FAX: 866-791-3135

EMAIL ADDRESS: BAO@PAVEMENT.NET

DATE OF INCORPORATION: 05/10/2011

OF YEARS IN BUSINESS: 9

FIRM'S ANNUAL GROSS RECEIPTS: \$ 14M **YEAR:** 2019

CERTIFIED DBE: [] YES [X] NO

NON-DBE: [X] YES [] NO

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

FIRM'S NAME: Agricultural Land Services, INC.

ADDRESS: 12245 SR 7, Boyton Bowl, FL 33473

TELEPHONE: 561.732.6105

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: 6/1980

OF YEARS IN BUSINESS: 40

FIRM'S ANNUAL GROSS RECEIPTS: \$ 8,000,000.00 YEAR: 2019

CERTIFIED DBE: [] YES [] NO

NON-DBE: [] YES [] NO

SUBCONTRACTOR'S QUOTE: \$ 22,923.00

TYPE OF WORK: SOD

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

FIRM'S NAME: Roberts Traffic Marking

ADDRESS: 2210 Hayes Street, Hollywood, Fla. 33020

TELEPHONE: 954.929.2722

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: 9/1989

OF YEARS IN BUSINESS: 36

FIRM'S ANNUAL GROSS RECEIPTS: \$ 3,100,000.00 YEAR: 2019

CERTIFIED DBE: YES [] NO

NON-DBE: [] YES NO

SUBCONTRACTOR'S QUOTE: \$ 14,738.75

TYPE OF WORK: TRAFFIC MARKINGS

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

FIRM'S NAME: 3-D Paving And Sealcoating

ADDRESS: 9315 W. Sample Rd.
Coral Springs Fl.

TELEPHONE: 1-855-735-7623

FAX: _____

EMAIL: Keith@3-D Paving.com

DATE OF INCORPORATION: 2012

OF YEARS IN BUSINESS: 8

FIRM'S ANNUAL GROSS RECEIPTS: \$ 6 million YEAR: 2019

CERTIFIED DBE: [] YES [] NO

NON-DBE: [] YES [] NO

SUBCONTRACTOR'S QUOTE: \$ _____

TYPE OF WORK: Milling and Paving

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

FIRM'S NAME: ACME Barricades

ADDRESS: 3400 Burris Rd
Davie, FL. 33314

TELEPHONE: 954-321-8205

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: 30

FIRM'S ANNUAL GROSS RECEIPTS: \$ 5 mill YEAR: 2019

CERTIFIED DBE: [] YES [X] NO

NON-DBE: [X] YES [] NO

SUBCONTRACTOR'S QUOTE: \$ 41,640.00

TYPE OF WORK: NOT

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

FIRM'S NAME: AIS

ADDRESS: 11341 Lindbergh Blvd, FT. MYERS, FL. 33913

TELEPHONE: 239, 206. 4411

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: 2015

OF YEARS IN BUSINESS: 5 years

FIRM'S ANNUAL GROSS RECEIPTS: \$ 12,000,000.00 YEAR: 2019

CERTIFIED DBE: [] YES [X] NO

NON-DBE: [X] YES [] NO

SUBCONTRACTOR'S QUOTE: \$ 339,917.50

TYPE OF WORK: Electrical

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

Airport Sponsor: **Boca Raton Airport Authority**

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

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

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

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

* * * * *

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

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

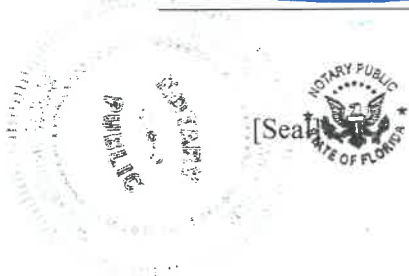
The BIDDER hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The BIDDER further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate 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: [Signature] (BAO DANG, MANAGER)
on this 5th day of May, 2020.

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its manager. He/she is personally known to me or has produced
as identification and did () did not () take an oath.



CATHERINE J. REMINGTON
Commission # GG 159721
Expires January 7, 2022
Bonded Thru Budget Notary Services

Catherine Remington
NOTARY PUBLIC

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

Project: TAXIWAY P5, C, P9 AND P10 WIDENING AND PAPI REPLACEMENT

BIDDER: FG CONSTRUCTION, LLC

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)

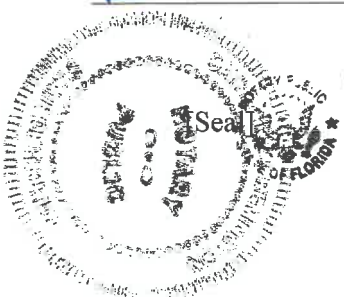
The BIDDER shall provide immediate written notice to the Contract Administrator if, at any time prior to contract award, the BIDDER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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: [Signature] (BAO DANG, MANAGER)
on this 5th day of May, 2020.

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of May, 2020
on behalf of FG Construction by Bao Dang
its Manager. He/~~she~~ is personally known to me or has produced
[Signature] as identification and did () did not (X) take an oath.



CATHERINE J. REMINGTON
Commission # GG 168721
Expires January 7, 2022
Bonded Thru Budget Notary Services

Catherine Remington
NOTARY PUBLIC

**CONSTRUCTION CHANGE PROPOSAL
(Attachment No. 17 to the Bid Form: BID002-17)**

<i>Project:</i> _____	<i>Number:</i> _____
<i>To:</i> _____	<i>From:</i> _____
<i>Re:</i> _____	<i>Date:</i> _____

Keyword Description: _____
Date Quotation Required: _____

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

To be completed by Initiator of Request:

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

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

3. Approval of Request:

Owner: _____	Date: _____
Engineer: _____	Date: _____

**CONSTRUCTION CHANGE PROPOSAL Cont.
(Attachment No. 17 to the Bid Form; BID002-17)**

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown) \$ _____

5. Will a modification to the contract time be required? Yes No

If so, trade(s): _____

No. of _____

personnel: _____

Duration: _____ (calendar days)

6. Attachment identification: (list) _____

7. Quotation is in effect until: (date) _____

8. Approval of Quotation: _____

Contractor: _____ Date: _____

**CONSTRUCTION CHANGE PROPOSAL Cont.
(Attachment No. 17 to the Bid Form; BID002-17)**

Complete and attach Proposal Worksheet Detail for each element of Work. Enter Worksheet Information below.
*Labor shall be broken down by classification

ADDITIONS:

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

DEDUCTIONS:

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

Subcontractor's Net: _____
 Subcontractor's OH&P: _____
 Subcontractor's Bond: _____
 Subcontractor's Total: \$ _____
 Contractor's OH&P: _____
 Contractor's Bond: _____
 Insurance: _____
 Tax: _____
Worksheet Total: \$ _____

**PAYMENT BOND
(BRAA Form BD001)**

By this Bond, We _____, as Principal ("CONTRACTOR"):

Business Address: _____

Phone: _____

And _____, as Surety:

Business Address: _____

Phone: _____

Under the assigned Bond Number _____, and pursuant to Section 255.05, Florida Statutes, are bound to the BOCA RATON AIRPORT AUTHORITY ("BRAA"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract, Bid/Contract No.: _____, with BRAA for construction of _____ located at _____, which Contract Documents are by reference incorporated herein, and for the purposes of this Bond are hereafter referred to as the "CONTRACT";

The CONDITION OF THIS BOND is that if CONTRACTOR:

1. Performs the CONTRACT between CONTRACTOR and BRAA, in the time and manner prescribed in the CONTRACT; and
2. Promptly makes payments to all claimants as defined by Section 255.05(1), Florida Statutes, for all labor, materials, and supplies used directly or indirectly by CONTRACTOR in the performance of the CONTRACT;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a. Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b. A claimant, except a laborer, who is not in privity with CONTRACTOR shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the

CONTRACTOR with a written notice that he or she intends to look to the bond for protection.

- c. A claimant who is not in privity with CONTRACTOR, and who has not received payment for its labor, materials, or supplies, shall no earlier than 45 days, or no later than ninety (90) days, after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- d. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions have been given.
- e. Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the CONTRACT or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

(Name of Corporation)

Secretary

(Print/Type Name)

(Corporate Seal)

(Signature and Title)

(Type Name and Title Above)

SURETY:

IN THE PRESENCE OF:

Agent and Attorney-in-Fact

Signature

(Print Name)

Signature

(Print Name)

Address

City/State/Zip Code

**PERFORMANCE BOND
(BRAA Form BD002)**

BY THIS BOND, We _____, as Principal ("CONTRACTOR"), and _____, as Surety, under the assigned Bond Number _____, and pursuant to Section 255.05, Florida Statutes, are bound to the BOCA RATON AIRPORT AUTHORITY ("BRAA"), as Oblige, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract, Bid/Contract No.: _____, with BRAA, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "CONTRACT";

The CONDITION OF THIS BOND is that if CONTRACTOR:

3. Performs the CONTRACT between CONTRACTOR and BRAA for construction of _____, in the time and manner prescribed in the CONTRACT; and
4. Pays BRAA all losses, Liquidated Damages, expenses, costs and attorneys' fees including appellate proceedings, that BRAA sustains as a result of default by CONTRACTOR under the CONTRACT; and
5. Performs the guaranties of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever CONTRACTOR shall be, and declared by BRAA to be, in default under the CONTRACT, BRAA having performed BRAA's obligations thereunder, the Surety may promptly remedy the default, of shall promptly:

- f. Complete the Project in accordance with the terms and conditions of the Contract Documents.
- g. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if BRAA elects, upon determination by BRAA and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and BRAA, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranges under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract

Price," as used in this paragraph, shall mean the total amount payable by BRAA to CONTRACTOR under the CONTRACT and any amendments thereto, less the amount properly paid by BRAA to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the BRAA named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the CONTRACT or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

_____	_____
Secretary	(Name of Corporation)
_____	_____
(Print/Type Name)	(Signature and Title)
(Corporate Seal)	_____
	(Type Name and Title Above)

SURETY:

IN THE PRESENCE OF:

_____	_____
Signature	Agent and Attorney-in-Fact
_____	_____
(Print Name)	(Print/Type Name)
_____	_____
Signature	Address
_____	_____
(Print Name)	City/State/Zip Code

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ADDENDUM NO. 1
TO THE CONSTRUCTION DOCUMENTS
FOR THE
TAXIWAY WIDENING AND PAPI REPLACEMENT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

March 20, 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 "Invitation to Bid" – Extended Advertising Period for Bids**

Acknowledged: _____ signature of Bidder

Name of Bidder: FG CONSTRUCTION, LLC Date: 5/5/2020

INVITATION TO BID NO. 2020-BRAA-002
TAXIWAY P5, C, P9, AND P10 WIDENING and PAPI REPLACEMENT

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

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

Until the hour of **2:00 PM**, Local Time, on **April 28, 2020** and said bids will be opened and publicly read immediately thereafter in the conference room, at the above address, on the same day.

Project Description: The project consists of the widening of existing taxiway connectors P5, C, P9, and P10, requiring the phased relocation of existing taxiway edge lighting and airfield directional signage. The phased relocation of the existing taxiway edge lighting and airfield directional signage includes the demolition of the existing underground conduits and replacement with new conduits at the proposed locations for these systems. The widening of each connector requires excavation and hauling off-site existing embankments and replacement with suitable embankment material, new limerock base, new asphalt pavements, and pavement markings. The project also includes the replacement of the existing precision approach path indicator (PAPI) systems with new, LED PAPI units at two (2) designated locations along Runway 5-23, and miscellaneous R/W pavement repairs.

Scheduled hours for performing all work:

Nighttime: 9:00 PM to 6:30 AM; Sunday night through Friday morning

The work must conform to the plans and specifications, which may be obtained digitally or examined on or after **Monday, March 16, 2020** at:

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

Bidders requiring plans and specifications to be mailed must submit a Federal Express account number to the Boca Raton Airport Authority. The bill will be charged to the recipient's account.

Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price.

Date of Advertisement:	Monday, March 16, 2020
Date of Pre-Bid Conference:	Tuesday, April 7, 2020 (2:00 PM)
Deadline for Requests for Clarification:	Tuesday, April 21, 2020 (2:00 PM)
Deadline for Submission and Bid Opening:	Tuesday, April 28, 2020 (2:00 PM)

ADDENDUM NO. 2
TO THE CONSTRUCTION DOCUMENTS
FOR THE
TAXIWAY WIDENING AND PAPI REPLACEMENT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

March 31, 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. All Addenda are to be signed (below) and submitted along with the Bid Documents for a complete Bid.

This addendum includes the following (see attachments):

- 1. **Revised "Invitation to Bid"** – Extended Advertising Period for Bids (Pre-bid Conference; Clarification Period; Bid Opening)
- 2. **NOTICE:**

As a result of current events, Boca Raton Airport will be conducting the upcoming pre-bid conference on-line (digitally) on the revised date provided (attached). Plan Holders will be issued the digital information by addenda to allow log-in by perspective bidders for participation remotely in the presentation of the project by the Airport Consultant.

At this time, perspective bidders may continue to forward questions related to the project in writing to the Boca Raton Airport. The Boca Raton Airport encourages perspective bidders remain engaged during this process.

Acknowledged:  signature of Bidder

Name of Bidder: FG CONSTRUCTION, LLC Date: 5/5/2020

**INVITATION TO BID NO. 2020-BRAA-002
TAXIWAY P5, C, P9, AND P10 WIDENING and PAPI REPLACEMENT**

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

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

Until the hour of **2:00 PM**, Local Time, on **May 5, 2020** and said bids will be opened and publicly read immediately thereafter in the conference room, at the above address, on the same day.

Project Description: The project consists of the widening of existing taxiway connectors P5, C, P9, and P10, requiring the phased relocation of existing taxiway edge lighting and airfield directional signage. The phased relocation of the existing taxiway edge lighting and airfield directional signage includes the demolition of the existing underground conduits and replacement with new conduits at the proposed locations for these systems. The widening of each connector requires excavation and hauling off-site existing embankments and replacement with suitable embankment material, new limerock base, new asphalt pavements, and pavement markings. The project also includes the replacement of the existing precision approach path indicator (PAPI) systems with new, LED PAPI units at two (2) designated locations along Runway 5-23, and miscellaneous R/W pavement repairs.

Scheduled hours for performing all work:

Nighttime: 9:00 PM to 6:30 AM; Sunday night through Friday morning

The work must conform to the plans and specifications, which may be obtained digitally or examined on or after Monday, March 16, 2020 at:

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

Bidders requiring plans and specifications to be mailed must submit a Federal Express account number to the Boca Raton Airport Authority. The bill will be charged to the recipient's account.

Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price.

Date of Advertisement:	Monday, March 16, 2020
Date of Pre-Bid Conference:	Tuesday, April 14, 2020 (2:00 PM)
Deadline for Requests for Clarification:	Tuesday, April 28, 2020 (2:00 PM)
Deadline for Submission and Bid Opening:	Tuesday, May 5, 2020 (2:00 PM)

ADDENDUM NO. 3
TO THE CONSTRUCTION DOCUMENTS
FOR THE
TAXIWAY WIDENING AND PAPI REPLACEMENT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

April 8, 2020

PAGE 1 of 2

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. All Addenda are to be signed (below) and submitted along with the Bid Documents for a complete Bid.

This addendum includes the following (see attachments):

- 1. **Notice:** The pre-bid conference scheduled for Tuesday, April 14th, 2020 at 2:00 PM will be conducted via teleconference only using "Zoom" software. Instructions for internet access to participate is detailed on the attached document.

See attachment for further registration and participation instructions

- 2. Agenda for the Pre-bid conference is attached

Acknowledged:  signature of Bidder

Name of Bidder: FG CONSTRUCTION, LLC Date: 5/5/2020

**Boca Raton Airport
Taxiway Widening and PAPI Replacement**

**Pre-bid Conference
Addendum #3**

PAGE 2 of 2

Pre-bid Conference Registration and Log-in Process

- Perspective bidders identified from the Boca Raton Airport “Plan Holders List” for the Taxiway Widening and PAPI Replacement project are being provided the following link for registration to participate in the pre-bid conference on-line, utilizing “Zoom” teleconference software

Each perspective bidder must register in advance for the meeting utilizing the following URL:

<https://ricondo.zoom.us/meeting/register/vpAtf-mtrzM0OxTRlwYTNX3s2vyp5zRjHw>

- Upon completing the log in and registration process, bidders can then attach the Zoom pre-bid conference day and time to their calendar by clicking on the “add to calendar” prompt. The bidder’s information will then be saved and stored on the website. Each bidder will also receive a registration confirmation email upon successfully registering for the conference that contains the meeting log in information
- On the day of the conference, bidders can click the link provided in the confirmation email or stored on their calendar invite page to log in to the on-line teleconference
- The Airport and engineer of record (EOR) will present/review the bid documents for the project. At the conclusion of the presentation, the Airport will conduct a questions and answers session (Q&A) with all perspective bidders identified from the Zoom log in attendance sheet. Bidders will have an opportunity to request additional information related to the project at that time

Please contact the Airport directly if you wish to participate but do not have the ability to access the internet or are in need of ADA accommodations.



AGENDA

**Pre-Bid Conference
for
Taxiway Widening and PAPI Replacement
at
Boca Raton Airport**

Task 64

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

**Tuesday, April 14, 2020
2:00 PM
Boca Raton Airport**

1. OWNER OF PROJECT

Boca Raton Airport Authority (BRAA)
Scott Kohut Deputy Director

Clara Bennett Executive Director
Travis Bryan Operations Director

2. AIRPORT'S GENERAL CONSULTANT

Ricondo & Associates, Inc.
Bryce A. Wagner (bwagner@ricondo.com)

3. DESIGN TEAM

American Infrastructure Development, Inc.
Mark Jansen (mjansen@aidinc.us)

Hillers Electrical Engineering, Inc.
Jim Kappes (jkappes@hillersee.com)

4. **BID SUBMITTAL DATE** **Tuesday, May 5, 2020; 2:00 pm, Local Time**
 Boca Raton Airport (BCT)
 903 NW 35th Street
 Boca Raton, Florida 33431
 Attn: Travis Bryan, Operations Director
 Phone: (561) 391-2202 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.

5. **BID DOCUMENTS** – Plans, Specifications, and Addenda can be obtained by contacting Boca Raton Airport. Contact Person: Travis Bryan, Airport Operations Manager (561) 391-2202; e-mail-travis@bocaairport.com

6. **ALLOWANCE ACCOUNT (W-103)**
 General Building Allowance Account (\$10,000)

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.

7. **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.

Night work: 9:00 PM – 6:30 AM, Sunday night through Friday morning
 Runway closure requirements and procedures (MOT)
 Foreign objects and debris (FOD)

8. **CONTRACT TERM AND COMPLETION SCHEDULE**

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

- 30-Day Administrative Activities Period
- Quality Control Plan
 - Submittals for Long Lead Items
 - CPM Schedule with Critical Milestones

9. **DBE PARTICIPATION REQUIREMENTS**
- 15.57% D/MBE Goal

10. PERMIT FEES

Contractor shall file Notice of Intent to Florida Department of Environmental Protection (FDPE) for ALL Permits and Licenses required for the Construction Work (SWPPP).

11. 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@bocaairport.com. **Last date to submit questions is Tuesday, April 28, 2020, 2:00 PM EST.**

12. PROJECT SCOPE

Civil site work (Mark Jansen; AID)

- Staging area
- Access and haul route
- Phasing plan (including PAPI's)
- Demolition and new pavement geometry

Electrical site work (Jim Kappes; HEE)

- PAPI replacement (Sheet Reference G003 for PAPI locations)
- Taxiway Lighting and Signage Systems

13. ROLL CALL: CONTRACTOR QUESTIONS AND ANSWERS

ADDENDUM NO. 4
TO THE CONSTRUCTION DOCUMENTS
FOR THE
TAXIWAY WIDENING AND PAPI REPLACEMENT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

April 15, 2020

PAGE 1 of 2

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. All Addenda are to be signed (below) and submitted along with the Bid Documents for a complete Bid.

This addendum includes the following (Continues on Page 2):

- 1. **Notice:** The pre-bid conference was held as scheduled on Tuesday, April 14th, 2020 at 2:00 PM. The attachment provides access to a video recording of the pre-bid meeting. This recording provides all audio and video elements either said, or shared, during the pre-bid meeting.

Any additional questions from perspective bidders must be submitted in writing and will be made available to everyone through the Airport website.

See attachment for further instructions on accessing the pre-bid meeting recording.

Acknowledged: _____  _____ signature of Bidder

Name of Bidder: FG CONSTRUCTION, LLC Date: 5/5/2020

**Boca Raton Airport
Taxiway Widening and PAPI Replacement**

**Pre-bid Conference
Addendum #4**

PAGE 2 of 2

Pre-bid Conference Video Recording

- Perspective bidders identified from the Boca Raton Airport “Plan Holders List” for the Taxiway Widening and PAPI Replacement project had the opportunity to attend the pre-bid meeting held on April 14th, 2020. For those perspective bidders that otherwise were not able to attend for any reason, the record of the meeting can be accessed utilizing the URL below or through the Airport website.

Each perspective bidder may follow the link below to view and listen to the pre-bid meeting in its entirety.

[https://ricondo.zoom.us/rec/share/9855MbL87jtOf42K2Gj5ZbxiQN7-
eaa80ygY_KIPmUqZGZ_s0rj40IC84MydfG6N](https://ricondo.zoom.us/rec/share/9855MbL87jtOf42K2Gj5ZbxiQN7-
eaa80ygY_KIPmUqZGZ_s0rj40IC84MydfG6N)

Please contact the Airport directly if you wish to participate but are unable to access the internet or are in need of ADA accommodations.

ADDENDUM NO. 5
TO THE CONSTRUCTION DOCUMENTS
FOR THE
TAXIWAY WIDENING AND PAPI REPLACEMENT
BOCA RATON AIRPORT
BOCA RATON, FLORIDA

Project funded by:
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

April 30, 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. All Addenda are to be signed (below) and submitted along with the Bid Documents for a complete Bid.

This addendum includes the following (see attachments):

- 1. Contractor Questions for Clarifications (attached).

Acknowledged:  signature of Bidder

Name of Bidder: FG CONSTRUCTION, LLC Date: 5/5/2020

**Boca Raton Airport
Taxiway Widening and PAPI Replacement**

Addendum #4

Contractor Questions and Clarifications

April 30, 2020

Q1: Will additional procurement time be considered for long lead materials? In the Contract Time and Liquidated Damages section of the contract documents, it calls for only 30 calendar days and the lead times on specialty equipment is significantly longer.

A: The 30-day administrative period in the contract is to be utilized by the responsive contractor for both administrative and material procurement requirements for the project. The Engineer has confirmed at this time that all work can be completed per the terms in the contract. The responsive contractor is advised to document all efforts associate with the procurement of materials for the Airports consideration in requests for contract time extensions for the completion of the original scope of work.

Q2: Please provide details on the conduits to be hand excavated and concrete encased.

A: Provide a 3" concrete encasement around the conduit(s) to be encased.

Q3: Who is responsible for paying the Flight check of the PAPI's?

A: The Boca Raton Airport will coordinate and process payments for costs associated with the flight check requirements. The responsive contractor will provide airfield support as needed, per the General Notes.

Q4: Please confirm that the PAPI Allowance is \$54,000 as stated in the W-103 Specification section.

A: Confirmed PAPI Allowance is \$54,000.

Q5: Will the contractor be supplying new transformer for the relocated guidance signs? If so what size transformers will the contractor be required to provide for each sign?

A: Contractor shall provide new transformers for relocated signs as per the pay item description in Specification L-126 and legend on sheet E002.

Q6: Due to the virus what is the preferred bid submission method? Will you be accepting bid via email, in-person drop off?

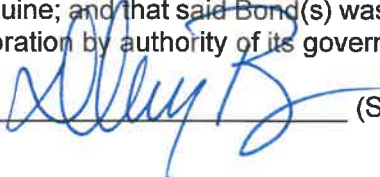
A: The Boca Raton Airport Administration Building will be open for receipt of contractor bids. The original contract terms for bid submission remain in effect.

Q7: Has the airport instituted any special construction protocols relating to COVID?

A: The Airport/Authority has not adopted or instituted any special construction protocols as a result of COVID-19, however, the Contractor shall comply with any State, County or City orders. The Contractor should also consider other government, as well as CDC issued recommendations and guidelines. These guidelines include but are not limited to OSHA's COVID-19 Guidance for the Construction Workforce alert.

**CERTIFICATE AS TO CORPORATE PRINCIPAL
(BRAA Form BD003)**

I, BAO DANG, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that BAO DANG, who signed the Bond(s) on behalf of the Principal, was then MANAGER of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

 (Seal) as Secretary of

FG CONSTRUCTION, LLC
(Name of Corporation)

(SEAL)

STATE OF FLORIDA)
COUNTY OF Broward) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared BAO DANG to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bonds (Performance Bond and Payment Bond) on behalf of CONTRACTOR named therein in favor of the BOCA RATON AIRPORT AUTHORITY.

Subscribed and sworn to before me this 5th day of may, 2020.

My commission expires:

01/07/2022


Notary Public, State of Florida at Large

Bonded by  CATHERINE J. REMINGTON
Commission # GG 159721
Expires January 7, 2022
Bonded Third Budget Notary Services



**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

**Agricultural Land Services, Inc.
Vendor # VC0000104657**

*is a Small/Woman-Owned Business Enterprise as prescribed by section 2-80.20 – 2-80.40 of the
Palm Beach County Code for a three year period from November 4, 2019 to November 3, 2022*

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

**Sod, Grass
Erosion Control Services
Grading, Parking Lots, etc., Not Road Building
Mowing Services with Field Tractor
Hydroseeding Services**

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal Valocho
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator
Verdenia C. Baker

Assistant County Administrator

Jon Van Arman


Allen F. Gray, Manager

November 4, 2019





JOINT PRACTICES, REVISED 10/2010
hereby grants

National Women's Business Enterprise Certification

to

All Paving and Sealcoating LLC DBA 3-D Paving & Sealcoating

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Development Center - Council of Florida, a WBENC Regional
Partner Organization.

Certification Granted: July 24, 2015
Expiration Date: July 24, 2020
WBENC National Certification Number: 2005127138



Authorized by Nancy Allan, President & CEO
Women's Business Development Center - Council of Florida

NAICS: 237310, 238990
UNSPSC: 72103301, 72141000, 72141103, 72141105, 72141127, 72152705



State of Florida

Woman Business Certification

Roberts Traffic Marking Corp

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/15/2020 to 04/15/2022



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DANG, BAO DUY

FG CONSTRUCTION, LLC

2701 NW 55TH CT

TAMARAC

FL 33309

LICENSE NUMBER: CGC1511391

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Memo

To: Melvin Pollack, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: June 17, 2020
RE: **EMAS Repairs Contract Award**

AGENDA ITEM – X – C

Airport Management and Legal Counsel are currently finalizing contract negotiations with Runway Safe, Inc. and Boland, LLC (the sole manufacturer and sole installer of EMAS) to repair the damage to the Runway 5 departure end EMAS system that resulted from a runway excursion in July 2019. The cost of the repairs is \$875,386.28. The remaining points of negotiation involve minor changes to the language in certain contract provisions including payment terms and material delivery that were not finalized at the time of publication.

For the repairs to occur during the closures associated with the Taxiway P5, C, P9, and P10 Widening and PAPI Replacement project, the contract needs to be finalized prior to the next Airport Authority Board meeting.

Airport Management recommends approval of Resolution 06-19-20 authorizing the Executive Director and Airport Legal Counsel to complete the remaining negotiations and enter into a sole-source contract with Boland, LLC as Contractor and Runway Safe, Inc. as supplier in the amount of \$875,386.28 for EMAS Repairs.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 06-19-20

A Resolution by the Boca Raton Airport Authority awarding contract for EMAS Repairs

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 July 2, 2019 damage occurred to the Runway 5 departure end Engineered Materials Arresting System (EMAS),

WHEREAS, Runway Safe, Inc. and Boland, LLC are the sole manufacturer and installer of EMAS;

WHEREAS, the Authority's Legal Counsel and Executive Director are finalizing contract negotiations for EMAS Repairs in the amount of \$875,386.28;

WHEREAS, the Authority wishes for the work to coincide with the Taxiway P5, C, P9, and P10 Widening and PAPI Replacement project to minimize closures; and

WHEREAS, the Authority wishes to award a sole-source contract to Boland, LLC as Contractor and Runway Safe, Inc. as Supplier for necessary EMAS Repairs in accordance with Federal Aviation Administration specifications,

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 17th DAY OF JUNE 2020, AS FOLLOWS:

1. **The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
2. **The Authority hereby authorizes the Executive Director and Airport Legal Counsel to finalize contract negotiations with Boland, LLC and Runway Safe, Inc. for EMAS Repairs totaling \$875,386.28**
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 06-19-20.**
4. **The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 06-19-20.**

ADOPTED by the Boca Raton Airport Authority, this 17th day of June 2020.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Secretary & Treasurer

Chair

CONTRACT
BETWEEN
BOCA RATON AIRPORT AUTHORITY



and

[Bolan's LLC and Runway Safe, Inc.]

for

BID/CONTRACT NO.: [2020 BRAA 02]

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DRAFT

CONTRACT

THIS IS A CONTRACT, by and between the Boca Raton Airport Authority (the "BRAA"), an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida, and Boland's LLC, (the "CONTRACTOR"), a _____, and Runway Safe, Inc., (the "SUPPLIER") a _____, for EMAS system repairs in the total amount of Eight Hundred Seventy-Five Thousand Three Eighty Six Dollars and Twenty-Eight Cents (\$875,386.28).

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

ARTICLE 1 DEFINITIONS

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

- 1.1. Allowances: The original amount established by the BRAA when awarding the Contract to address cost overruns or other unforeseen circumstances. Such Allowances are set at the time the contract is awarded.
- 1.2. Airport: The Boca Raton Airport.
- 1.3. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.4. Board: The Board of Members of the Boca Raton Airport Authority, its successors and assigns.
- 1.5. BRAA: The Boca Raton Airport Authority, an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida. In all respects hereunder, BRAA's performance is pursuant to BRAA's position as the owner of a construction project. In the event BRAA exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to BRAA's regulatory authority as a governmental body and shall not be attributable in any manner to BRAA as a party to this Contract.
- 1.6. Change Order: A written document effectuating a change in the Contract Price or Contract Time or a material change in the Work, where the change in the Contract Time or material changes in the Work causes the overall cost of the Contract to exceed the Contract Price, including Allowances.

- 1.7. Consultant: The entity duly authorized by the BRAA to act as the Resident Project Representative (“RPR”) and who is responsible for the engineering inspection and observation of the Contract Work.
- 1.8. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
- 1.9. Contract Administrator: The Executive Director of the BRAA or his or her designee.
- 1.10. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Article 1 through 7 of this Contract, the Runway Safe P.O. (attached hereto as Exhibit A), Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Instruction(s), Field Bulletin(s) and any additional documents the submission of which is required by this Project.
- 1.11. Contract Price: The lump sum amount to be paid for the Work as established in this Contract, as may be amended by Change Order.
- 1.12. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by Change Order or Field Order.
- 1.13. Contractor: The person, firm, or corporate entity with whom the BRAA has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work, in this case Boland’s LLC. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
- 1.14. EMAS: Engineered Materials Arrestor System.
- 1.15. Executive Director: The Executive Director of the BRAA who is responsible for resolving disputes arising under this Contract and for other administrative decisions related to the Contract Documents.
- 1.16. Field Order: A written order which orders minor changes in the Work, including changes to the cost of the Work and/or the Contract Time, where such changes do not exceed the overall Contract Price, including Allowances.
- 1.17. Final Completion: The date certified by CONSULTANT, after consultation with CONTRACTOR and SUPPLIER, in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT’S knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.18. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.

- 1.19. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.20. Product: The materials used to repair and replace damaged portions of the Authority's EMAS system, including without limitation the EMAS blocks.
- 1.21. Project: The construction, assembly or installation project described in the Contract Documents, including the Work described therein.
- 1.22. Project Initiation Date: The date set forth in the Project Notice to Proceed, as described in Article 3, upon which the Contract Time commences.
- 1.23. Runway Safe P.O.: The purchase order between Runway Safe, Inc., and Boland's LLC that describes the work to be performed under this Contract to repair the Authority's EMAS system. The Runway Safe P.O. is a part of the Contract Documents, as reflected in section 1.10, above.
- 1.24. Subcontractor: A person, firm or corporate entity having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.25. Substantial Completion: That date, as certified in writing by CONSULTANT after consultation with Runway Safe, Inc. and as finally determined by Contract Administrator in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the BRAA or its designee can enjoy use or occupancy of and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate authorization for limited or conditional occupancy acceptable to the Contract Administrator), as needed, must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.26. Supplier: The person, firm, or corporate entity with whom the BRAA has contracted and who is responsible for the acceptable production and delivery of the Product and for the payment of all legal debts pertaining to the Product, in this case Runway Safe, Inc. All references in the Contract Documents to third parties under contract or control of SUPPLIER shall be deemed to be a reference to SUPPLIER.
- 1.27. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.28. Work: The construction and services required by the Contract Documents, including the Runway Safe P.O., whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

CONTRACTOR and SUPPLIER hereby agree to furnish all of the labor, materials, equipment, services, and incidentals necessary to provide all Product and perform all of the Work described in the Contract Documents, including without limitation the Runway Safe P.O., and related thereto for the Project. See Runway Safe P.O. and Invitation to **Bid No. 2020-BRAA-002**.

ARTICLE 3 CONTRACT TIME

- 3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of two or more notices to proceed issued by the Contract Administrator. The first notice to proceed (the "Administrative Notice to Proceed") will not be issued until CONTRACTOR's submission to BRAA of all required documents and after execution of the Contract by all parties. Preliminary work, including ordering of all materials and supplies necessary for performance of Work shall be commenced within ten (10) calendar days after the date of the Administrative Notice to Proceed. The Work to be performed pursuant to the Project Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date, which shall be a date that Contractor and Owner agree upon.
- 3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within [] calendar days from the Project Initiation Date specified in the Project Notice to Proceed, as specified in the Instruction to Bidders. Contractor must obtain Final Completion within 30 calendar days from the date of Substantial Completion.
- 3.3. Upon failure of CONTRACTOR to obtain Substantial Completion within the deadline specified in Section 3.2, plus approved time extensions, CONTRACTOR shall pay to BRAA the sum of Five Hundred and 00_ Dollars (\$500.00_) for each calendar day after the deadline for Substantial Completion. After Substantial Completion, should CONTRACTOR fail to complete the remaining Work and achieve Final Completion within 30 calendar days from the deadline for Substantial Completion described in Section 3.2, plus approved time extensions thereof, CONTRACTOR shall pay to BRAA the sum of Two Hundred Fifty and 00_ Dollars (\$250.00_) for each calendar day after the deadline for Final Completion specified in Section 3.2 above, plus any approved extensions. These amounts are not penalties but are liquidated damages to BRAA for its inability to obtain full beneficial occupancy and utilization of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by BRAA as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

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

- 3.4. BRAA is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as BRAA may, in its sole discretion, deem just and reasonable.

- 3.5. CONTRACTOR shall be responsible for reimbursing BRAA, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the Final Completion date specified above, plus approved time extensions. CONSULTANT construction administration costs, including but not limited to inspections, project management, and contract management services, shall be pursuant to the contract between BRAA and CONSULTANT, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract as provided in Article 8 of this agreement.

ARTICLE 4 CONTRACT SUM

- 4.1. This is a Lump Sum Contract:

- 4.1.1. BRAA shall pay to CONTRACTOR for the performance of the Work and to SUPPLIER for the production and delivery of Product described in the Contract Documents, including the Runway Safe P.O., the following lump sum:

A total lump sum amount of Eight Hundred Seventy Five Thousand, Three Hundred Eighty-Six Dollars and Twenty Eight Cents (**\$875,386.28**), which includes estimated taxes of Twenty Nine Thousand Six Hundred Eighty One Dollars and Forty Cents (\$29,681.40), a five percent mark-up of Twenty One Thousand Two Hundred and One Dollars and Zero Cents (\$21,201.00), the price of the performance and payment bond of Nine Thousand One Hundred Eighty-Nine Dollars and Eighty-Eight Cents (\$9,189.88), and the combined cost for Work and Product, including without limitation the initial Product payment to SUPPLIER of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00), of Eight Hundred Fifteen Thousand Three Hundred and Fourteen Dollars and No Cents (\$815,314.00). No other amounts shall be due to CONTRACTOR or SUPPLIER without a Change Order.

- 4.1.2. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work and the supply of Product, in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work or Product not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

ARTICLE 5 METHOD OF BILLING AND PAYMENT

- 5.1. SUPPLIER shall submit to BRAA a payment application in the amount of \$350,000.00 within fifteen days of the execution of the Contract for the initial payment for Product supplied under this Contract. The SUPPLIER's payment application shall be reviewed and paid within 25 business days after receipt, unless the payment application is determined to be deficient. All further requests for payment to SUPPLIER for Product required under this Contract should be made through CONTRACTOR as part of Application for Payment, as provided in this Article.

5.2 CONTRACTOR shall submit an Application for Payment for Work completed during the Project at intervals of not more than once a month. The Application for Payment shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or Contract Administrator. CONTRACTOR shall submit with the Application for Payment, a Certification of Payroll Form, and a release of claims relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application for Payment. The Certification of Payroll Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form. Each Application for Payment shall be submitted in triplicate to CONSULTANT and CONTRACT ADMINISTRATOR for approval as follows:

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

5.3. Pencil copy progress payment reviews to confirm completed or partially completed portions of work are required with the CONSULTANT. Upon quantifying work performed for a given 30-day pay period, the CONTRACTOR shall formally submit (stamped "day and time received") for review, the pencil copy progress application with all quantity entries and amounts due for payment. The formal submittal will be stamped to initiate the BRAA 25-business day review process. Pencil copy reviews with the CONSULTANT will be completed by the CONTRACTOR within five (5) working days after formal pencil copy submittal. All quantity entries and payments due must be accurately presented in the CONTRACTOR's pencil copy progress payment application. If at any time during the formal review process, the payment application submittal is rejected as a result of missing or deficient information, the CONTRACTOR shall make all required corrections and resubmit the Application of Payment to restart the 25-business day review process.

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

5.5. CONTRACTOR shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment BRAA makes to CONTRACTOR. CONTRACTOR agrees to return retainage payments to each subcontractor within 30 days

after the subcontractors work is satisfactorily completed. Any delay of postponement of payment after the 30-day period as described above may occur only for good cause following written approval of the BRAA.

- 5.6. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by BRAA until Final Completion and acceptance by BRAA in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the EXECUTIVE DIRECTOR shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any interest earned on retainage shall accrue to the benefit of BRAA.
- 5.7. Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoice amount of materials and equipment as set forth herein. Additionally retainage on 90% of the invoice amount shall be paid per this section. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for materials and equipment shall be included with the Application for Payment.
- 5.8. BRAA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.8.1 Defective or partially completed work not remedied or completed.
 - 5.8.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or BRAA because of CONTRACTOR's performance.
 - 5.8.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
 - 5.8.4 Damage to another contractor not remedied.
 - 5.8.5 Liquidated damages and costs incurred by CONSULTANT for extended construction administration, inspection and testing services.
 - 5.8.6 Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

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

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

- 6.1. Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT and SUPPLIER shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and SUPPLIER find the Work acceptable and within SUPPLIER's standards for such Work, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of

Payment shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof. SUPPLIER shall issue a written acceptance of the Work before a Final Certificate of Payment shall be issued by CONSULTANT.

- 6.2. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONTRACT ADMINISTRATOR a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; and the final bill of materials, if required, and invoice.
- 6.3. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, CONSULTANT may make a recommendation of payment to EXECUTIVE DIRECTOR. If EXECUTIVE DIRECTOR determines that such payment is in the best interest of the BRAA, the BRAA may make payment of the balance due for that portion of the Work fully completed and accepted without terminating the contract. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 6.4. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 7 MISCELLANEOUS

- 7.1. Contract Documents and Priority of Provisions. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated by the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the General Conditions, or the General Provisions shall prevail (in that order) and be given effect.
- 7.2. Public Entity Crimes. In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the BRAA, may not submit a bid on a contract with the BRAA for the construction or repair of a public building or public work, may not submit bids on leases of real property to the BRAA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the BRAA, and may not transact any business with the BRAA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being

placed on the convicted vendor list. Violation of this section by CONTRACTOR or SUPPLIER shall result in cancellation of the BRAA purchase.

- 7.3. Independent Contractor. SUPPLIER and CONTRACTOR are independent contractors under this Contract. Services provided by CONTRACTOR and product provided by SUPPLIER pursuant to this Contract shall be supervised by CONTRACTOR and SUPPLIER, respectively. In providing such services and products, neither CONTRACTOR/SUPPLIER nor their agents shall act as officers, employees, or agents of the BRAA. This Contract shall not constitute or make the parties a partnership or joint venture. The employee(s) of the CONTRACTOR and SUPPLIER shall be considered to be at all times their employee(s), and not an employee(s) or agent(s) of the BRAA or any of its departments. The CONTRACTOR and SUPPLIER shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the CONTRACTOR or SUPPLIER to remove any employee it deems unacceptable. All employees of the CONTRACTOR and SUPPLIER shall wear proper identification.

It is the CONTRACTOR and SUPPLIER's responsibility to ensure that all their employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The BRAA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Bidder.

- 7.4. Third Party Beneficiaries. Neither CONTRACTOR, SUPPLIER, nor BRAA intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

- 7.5. Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified with simultaneous copy sent via e-mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For BRAA:

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

With a copy to:

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

For CONTRACTOR:

_____ |

For SUPPLIER:

_____ |

- 7.6. Assignment and Subcontracting. No party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR or SUPPLIER assign any monies due or to become due to it hereunder without the previous written consent of the Contract Administrator. In addition, neither CONTRACTOR nor SUPPLIER shall not subcontract any portion of the work or product supply required by this Contract except as authorized by Article 28 of the General Conditions.
- 7.7. Standard of Performance. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to BRAA's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Contract in a in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services, consistent with BRAA's interests. CONTRACTOR acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the Contract Documents. The CONTRACTOR shall perform its duties without neglect. The CONTRACTOR accepts the relationship of trust and confident established by the Contract, and covenants with the BRAA to cooperate with the BRAA and use its best skill, efforts, and judgment to further the interests of the BRAA in performing the work.
- 7.8. Materiality. BRAA, SUPPLIER, and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.
- 7.9. Waiver of Breach. BRAA's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver by the BRAA shall not be effective unless it is in writing, signed by the proper representative of the BRAA, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- 7.10. Severability. In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BRAA, SUPPLIER, or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 7.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR, SUPPLIER, AND BRAA HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**
- 7.12. Attorney's fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 7.13. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein and executed by CONTRACTOR, SUPPLIER, and BRAA.
- 7.14. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.15. Truth-in-Negotiation Representation. CONTRACTOR and SUPPLIER's compensation under this Contract is based upon representations supplied to the BRAA by CONTRACTOR and SUPPLIER, respectively, and both CONTRACTOR and SUPPLIER certify that the wage rates, factual nit costs, and other factual information supplied to substantiate CONTRACTOR and SUPPLIER's compensation are accurate, complete, and current at the time of contracting. BRAA shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

- 7.16. Additional Security Requirements. CONTRACTOR and SUPPLIER certifies and represents that it will comply with Airport Security Requirements as required by Federal law.
- 7.17. Waiver of Subrogation CONTRACTOR and SUPPLIER hereby waive any and all rights of Subrogation against the BRAA, its officers, employees, and agents for each required policy. When required by the insurer, or should the policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR and SUPPLIER shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recover Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR and SUPPLIER enter into such an agreement on a pre-loss basis.
- 7.18 At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a phone conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by Executive Director or anyone the Executive Director deems appropriate, will be held to discuss the schedules and for processing Applications for Payment, to establish a working understanding among the parties as to the Work, including without limitation the time(s) during which the Work can be performed and any conditions related thereto.

ARTICLE 8 PERFORMANCE BOND AND PAYMENT BOND

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

- 8.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to BRAA the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.
- 8.2 Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price or an additional bond shall be conditioned that CONTRACTOR will, upon notification by BRAA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Contract. Notwithstanding the foregoing, any claims related to defect or fault in the EMAS materials provided by SUPPLIER shall be made consistent with the Warranty provisions set forth in Article
- 8.3 Pursuant to the requirements of Section 255.05, Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Palm Beach County and provide BRAA with evidence of such recording.
- 8.4 Alternate Form of Security - In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit (BRAA Form BID002-6). Such alternate forms of security shall be subject to the

approval by the BRAA and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by BRAA for one (1) year after completion and acceptance of the Work.

ARTICLE 9 QUALIFICATION OF SURETY

9.1 Bid Bonds, Performance Bonds and Payment Bonds:

- 9.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
- 9.1.2 The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide BRAA with evidence satisfactory to BRAA, that such excess risk has been protected in an acceptable manner.
- 9.1.3 The surety company shall have at least the following minimum ratings. A surety company that is rejected by BRAA may be substituted by the Bidder or proposer with a surety company acceptable to the BRAA, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

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

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

ARTICLE 10 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless BRAA, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR

in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by the EXECUTIVE DIRECTOR , any sums due CONTRACTOR under this Contract may be retained by BRAA until all of BRAA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by BRAA.

Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes.

ARTICLE 11 INSURANCE REQUIREMENTS

- 11.1. Except as modified herein, the insurance coverage requirements for this project are identified in the Insurance Standards section of the Boca Raton Airport Regulations, as amended, which can be found at <https://bocairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf> and is incorporated herein as part of the Contract Documents.
- 11.1.1. CONTRACTOR shall maintain Commercial General Liability Insurance in an amount greater than or equal to \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- The Contractor shall provide Umbrella/Excess Liability insurance in an amount greater than or equal to \$5,000,000, or demonstrate coverage for the performance of the Work and ability to extend such coverage to BRAA and Consultant as Additional Insureds under an equivalent policy.
- 11.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.
- 11.3. The policy(ies) must be endorsed to provide BRAA with at least thirty (30) days notice of cancellation and/or restriction.
- 11.4. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in the Insurance Requirements Form. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 11.5. BRAA and CONSULTANT are to be expressly included as Additional Insureds in the name of "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" with respect to general liability coverages arising out of operations performed for BRAA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names "The Boca Raton Airport Authority, its representatives, officials, officers, employees, agents, and members" as additional insureds.

ARTICLE 12 - BRAA'S RIGHT TO TERMINATE CONTRACT

- 12.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or the Scrutinized Companies that Boycott Israel List, pursuant to 215.4725, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, the Contract Administrator may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the EXECUTIVE DIRECTOR may, on recommendation¹⁴ of CONSULTANT certifying CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition BRAA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by BRAA, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by BRAA shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to BRAA the amount of said excess.
- 12.2. If SUPPLIER fails to provide the Product necessary to perform the Work within [X] days after [X date], or if the Product supplied is deficient in quality or unsuitable for performance of the Work, , the Contract Administrator may give notice in writing to SUPPLIER of such delay, neglect, or default, specifying the same with a notice to cure. If SUPPLIER, within a period of ten (10) calendar days after such notice, shall not remedy the delay, neglect, or default, then the EXECUTIVE DIRECTOR may, on recommendation of CONSULTANT certifying SUPPLIER's failure to comply with such notice, terminate the services of both SUPPLIER and CONTRACTOR, exclude both SUPPLIER and CONTRACTOR from the Project site and take the supply of Product and prosecution of the Work out of the hands of SUPPLIER and CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, SUPPLIER and CONTRACTOR shall not be

entitled to receive any further payment until the Project is completed. In addition BRAA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE DIRECTOR'S sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by BRAA, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to SUPPLIER. In case the damages and expenses so incurred by BRAA shall exceed the unpaid balance, then SUPPLIER shall be liable and shall pay to BRAA the amount of said excess.

- 12.3. If, after notice of termination of CONTRACTOR or SUPPLIER's right to proceed, it is determined for any reason that CONTRACTOR or SUPPLIER, as applicable, was not in default, the rights and obligations of BRAA and CONTRACTOR or SUPPLIER shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 12.4. This Contract may be terminated for convenience in writing by BRAA upon ten (10) calendar days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. BRAA will also pay the initial payment to SUPPLIER of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) for Product, as provided for in Section 5.1 above. Payment shall include reasonable profit for work/services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.
- 12.5. Upon receipt of Notice of Termination pursuant to Sections 12.1, 15.2 or 15.4, CONTRACTOR shall promptly discontinue all affected work and SUPPLIER shall discontinue provision of Product, unless the Notice of Termination directs otherwise, and deliver or otherwise make available to BRAA all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 12.6. This Contract may also be terminated by the BRAA upon the disqualification of CONTRACTOR or SUPPLIER due to fraud, misrepresentation, or material misstatement by CONTRACTOR or SUPPLIER in the course of obtaining this Contract.

ARTICLE 13 PROJECT RECORDS AND RIGHT TO AUDIT

- 13.1 BRAA is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONTRACTOR and all its subcontractors shall comply with Florida's Public Records Law. To the extent CONTRACTOR is a Contractor acting on

behalf of BRAA pursuant to Section 119.0701, Florida Statutes, CONTRACTOR and its subcontractors shall:

13.1.1. Keep and maintain public records that ordinarily and necessarily would be required by BRAA were BRAA in order to perform the services;

13.1.2. Provide the public with access to such public records on the same terms and conditions that BRAA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4. Meet all requirements for retaining public records and transfer to BRAA, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BRAA in a format that is compatible with the information technology systems of BRAA. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.

13.1.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35H STREET, BOCA RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT _____ OR BY EMAIL AT _____.

ARTICLE 14 WARRANTY

14.1 THE RUNWAY SAFE ENGINEERED MATERIAL ARRESTING SYSTEM LIMITED WARRANTY SET FORTH IN THE RUNWAY SAFE P.O. (THE "RUNWAY SAFE WARRANTY") IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. BRAA'S EXCLUSIVE REMEDIES AND SUPPLIER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTS OR NON-CONFORMITIES IN THE EMAS REPLACEMENT MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THE RUNWAY SAFE WARRANTY, TO THE EXTENT PERMITTED BY LAW.

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

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

BRAA

ATTEST:

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

Name: _____

Executed on _____, 20____

Approved as to form:

Name: _____

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Secretary

(Print/Type Name)
(Corporate Seal)

(Name of Corporation)
By _____
President/Vice-President

(Type/Type Name and Title)
____ day of _____, 20____.

[If not incorporated sign below.]

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

[If incorporated sign below.]

SUPPLIER

ATTEST:

Secretary

(Print/Type Name)
(Corporate Seal)

(Name of Corporation)
By _____
President/Vice-President

(Type/Type Name and Title)
____ day of _____, 20____.

[If not incorporated sign below.]

BRAA REQUIRES FOUR (4) FULLY EXECUTED CONTRACTS FOR DISTRIBUTION.



Memo

To: Melvin Pollack, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: June 17, 2020
RE: **South-Central Florida Metroplex Update**

AGENDA ITEM – X - D

The Federal Aviation Administration (FAA) released a Draft Environmental Assessment (EA) for the proposed changes in aircraft routing resulting from the South-Central Florida Metroplex process on May 11, 2020. The FAA will accept public comment on the document through July 11, 2020.

In light of issues and litigation resulting from previous Metroplex processes around the country, Airport Management worked with legal counsel to prepare the attached comments on the Draft EA. The letter was crafted to address concerns with the Draft EA regarding the potential flight tracks and differences from those presented by the FAA in April 2019, while protecting the Authority's position should additional changes or future issues develop.

Information on the South-Central Florida Metroplex including the Draft EA can be found at http://www.metroplexenvironmental.com/fl_metroplex/fl_introduction.html.



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

June 10, 2020

South-Central Florida Metroplex Draft EA
Federal Aviation Administration
Eastern Service Center - Operations Support Group
1701 Columbia Ave.
College Park, GA 30337

RE: Comments on Draft Environmental Assessment, South-Central Florida Metroplex Project

Dear Sir or Madam:

On behalf of the Boca Raton Airport Authority (Authority), thank you for the opportunity to comment on the Draft Environmental Assessment (EA) for the South-Central Florida Metroplex Project (Project) proposed by the Federal Aviation Administration (FAA).

The Authority governs Boca Raton Airport (BCT or Airport), one of the premier general aviation facilities in the Southeast. BCT averages more than 70,000 operations annually, including private aviation, corporate travel, and air taxi operations. Nearly 300 aircraft are based at the airport.

The Authority has long supported a variety of efforts to maximize safety and efficiency, both in the air and on the ground. For example, in 2018, BCT opened an onsite Customs and Border Protection facility, enabling international travelers to proceed directly to Boca Raton rather than stopping at another facility to go through customs. Eliminating this stop has helped reduce low altitude flights in the area, enhancing safety for pilots, passengers, and individuals on the ground at and around the Airport.

BCT has also been a leader in efforts to protect both airspace and community noise expectations around the Airport. Working in partnership with the City of Boca Raton, BCT has proactively negotiated and secured appropriate aviation easements, undertaken multiple Part 150 studies



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(dating back to the 1990s), and developed and implemented a successful community sound insulation program.

It should come as no surprise, then, that we support the overarching purposes of the Project — increasing efficiency and enhancing safety by improving the predictability of transitioning air traffic, the segregation of arrivals and departures, and the flexibility of available procedures.

However, we also have significant concerns about the way the Project is presented in the Draft EA. The document simply does not provide basic information in a format that can readily be used and understood by our community — a failure that seems entirely unnecessary because, according to the Draft EA's conclusions, the impacts of the proposed airspace changes would be less than significant. Stakeholders will not find substantial evidence for those conclusions unless the document is substantially revised and clarified.

To be clear, we have not yet reached a conclusion as to the adequacy of the technical studies on which the Draft EA appears to have been based. In fact, we are not able to fully evaluate the EA's technical elements unless and until the document is clarified. Thus, our primary concern at this point is that the Draft EA is so opaque — so difficult for the community to use and understand, particularly at this time of multiple overlapping health and safety concerns — that it will lead to the same sort of public controversy that has proven to be extremely divisive and damaging in communities like Phoenix, Los Angeles, Denver, and Washington, DC.

Accordingly, we urge you to (a) revise the Draft EA to provide a clear and straightforward description of the proposed action and its impacts; and (b) consider recirculating the document for a second round of public review and comment. Our specific comments and suggestions are as follows:

1. The Draft EA contains a series of tables listing new and proposed procedures. Separately, FAA has also made available downloadable electronic files containing map layers which purport to specify the locations of elements of the proposed action and relevant



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environmental features. For large parts of our community, this approach does not provide a meaningful explanation of current conditions, proposed changes, or the potential impacts of those changes. What is missing is a narrative that describes, evaluates, and characterizes changes — if any — in overflights near BCT. Without that narrative, the community will find it difficult to understand the proposed action, exposing the FAA to criticism that the agency was not transparent. This is particularly important for changes that may involve the coastal areas of Boca Raton. Flights crossing our coastal zone are likely to be at low altitudes and, as you are well aware, coastal land uses are often extremely noise sensitive.

2. The Draft EA's reliance on downloadable map layers is particularly problematic because the map files are difficult to manipulate, poorly organized, and appear to lack important specifics. For example, a reader interested in understanding potential changes at and around BCT would need to simultaneously (a) toggle between multiple map layers within Exhibits 3-17 and 3-19; (b) cross-reference figures and descriptions in various portions of Appendix G; and (c) manipulate additional map layers in separately-downloaded Google Earth files. We do not think this is a reasonable approach to public engagement and participation, and we are concerned that FAA's failure to find a more straightforward way to explain the proposed action and its consequences will create unnecessary confusion, concern, and controversy within our community. We strongly recommend that you revise the main body of the EA to include detailed, stand-alone images of each of the procedures at issue, using a scale and format that allows readers to easily perform side-by-side comparisons (either on a screen or by printing hard copies of the relevant pages) without downloading additional files in unfamiliar formats. This is particularly important in light of the current public health and public safety emergencies facing the community. Interested parties will have to review this document in their own homes, with their own computing resources. And they will not have the benefit of in-person workshops at which important questions can be answered face-to-face, in real time. FAA's own NEPA procedures require the agency to "achieve the policy objectives of 40 C.F.R. § 1500.2 to the fullest extent possible." FAA Order 1050.1F, § 1-8 (emphasis added). And those policy



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objectives, in turn, require FAA to ensure that the NEPA process is “useful to...the public” (40 C.F.R. § 1500.2(a)) and “[e]ncourage and facilitate public involvement in decisions which affect the quality of the human environment” (40 C.F.R. § 1500.2(d)). Those requirements have not been met here.

3. The Draft EA identifies a substantial number of “new” procedures, but it provides little detail about the extent to which those procedures overlay existing routes. The document thereby leaves the impression that the proposed action will fundamentally change overflights throughout the study area — a proposition that, as a matter of common sense, cannot be squared with FAA’s conclusion that no significant impacts will result.
4. FAA has represented that the vast majority of the procedures within the proposed action — including CAPTAN, CLMNT, FEBAD, MAHHI, MLB, MYZNER, RASAE, SHRVY, STOOP, TTYLR, and TURPS, all of which would serve BCT — will not result in modifications to flight paths below 3,000 feet. But those representations are scattered through the 1,156 pages of Appendix G and will be difficult for the general public to find. If it is true that no changes will occur below 3,000 feet, substantial evidence explaining that conclusion should be compiled and summarized within the main body of the EA. However, common sense once again raises questions. It is difficult to understand how extensive changes to procedures above 3,000 feet would have no impact whatsoever on the paths aircraft use to reach that altitude — particularly where, as here, the stated purpose of the proposed action is to concentrate aircraft along more predictable routes. Previous Metroplex projects in Phoenix, Los Angeles, Denver, and elsewhere indicate that failure to address this issue in a transparent, straightforward manner will result in significant public controversy.
5. Relatedly, it is unclear whether FAA’s representations about low-altitude changes refer to direct impacts (i.e., whether the procedure in question itself changes flight paths below 3,000 feet), to indirect impacts (i.e., whether the procedure in question does not itself change flight paths below 3,000 feet but might nonetheless result in changes to the paths followed by low-flying aircraft), or to both. This must be clarified. An EA must fully



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disclose and evaluate the significance of both direct and indirect impacts. See 40 C.F.R. §§ 1508.8, 1508.9(b). If procedures within the proposed action might indirectly result in changes below 3,000 feet, that fact must be clearly set forth and thoroughly addressed in the Draft EA. Again, previous Metroplex projects in other regions have shown this to be an issue of significant public controversy.

6. As noted above, Appendix G contains various representations about elements of the proposed action that will not result in any modifications to flight paths below 3,000 feet. However, it does not provide clear information about whether any procedures within the proposed action might result in reductions or increases in aircraft altitude (even if flight paths remain unchanged) compared to current conditions. It is critically important to make this information available to the public in the main body of the EA, using a clear and accessible format. This, too, has been a significant problem in prior Metroplex projects, and we think it would be a mistake not to learn from — and improve upon — previous failures.
7. One of the ways in which items 3 through 6 (above) could be addressed is by providing additional information about vectoring. Although the proposed action does not appear to include any particular vectoring procedures, several of the RNAV STARs within proposed action — including some of the STARs that would serve BCT — seem to assume that aircraft will be vectored from the end of the procedure to the runway. How, if at all, will such vectoring result in changes to current conditions? How and when should the community expect changes to manifest themselves? And might such changes have environmental consequences?
8. We understand the scope and contents of the Project have significantly changed since the beginning of the FAA's decision-making process. Since the 1990s, we have asked the FAA to consider a Standard Instrument Departure procedure whereby aircraft departing BCT follow the existing noise corridor created by I-95. Such a procedure would help BCT departures reach a higher altitude before flying over residential areas, beaches, and



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parklands, thereby limiting impacts to noise-sensitive areas. This flight path has been approved (as a voluntary measure) in connection with previous Part 150 proceedings. As such, it is a presumptively feasible option that is at least worthy of investigation. Indeed, in prior meetings with FAA, FAA staff informed BCT staff that a departure procedure (initially) following I-95 would be designed and could be included in the Metroplex Project. Unfortunately, the Draft EA says nothing about such a procedure. In fact, there is no evidence that the FAA ever evaluated it. Nor has the agency explained why such an evaluation cannot be undertaken. This failure must be remedied in the next version of the EA (whether a supplemental draft or a final document). Although the range of alternatives considered in an EA may be narrower than the range of alternatives required for an Environmental Impact Statement, NEPA nonetheless requires an EA to provide a reasonable discussion of alternative courses of action. 42 U.S.C. § 4332(2)(E); 40 C.F.R. § 1508.9. And for any alternative excluded from detailed study, the EA must explain the reasons for exclusion. See FAA Order 1050.1F, § 6-2.1(d). The FAA has not complied with those requirements here.

9. We noted with interest FAA's April 14, 2020, Report to Congress pursuant to sections 173 and 188 of the FAA Reauthorization Act of 2018 (Pub. L. 115-254). Among other things, the Report acknowledges that FAA's standard DNL noise metric — on which the analyses and conclusions of the Draft EA are based — should be accompanied by "supplemental metrics" in certain situations. More specifically, the Report notes that "consideration of established supplemental metrics is encouraged" in "unique operational situations" or "for noise sensitive locations" so as to "assist in the public's understanding" of potential noise impacts. See Report to Congress at 18 (emphasis added). The coastal area of Boca Raton is both a "unique operational situation" and a "noise sensitive location" — a place where historical circumstances have created a unique and complex operational environment in close proximity to residential and recreational areas with exceptional noise sensitivity. These are precisely the sort of circumstances in which supplemental metrics should be used to help inform the public of the potential consequences of FAA actions. We respectfully request that FAA add the following supplemental metrics to the



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noise analysis in the EA: (i) a single-event metric (preferably SEL) capable of addressing noise associated with individual flights; and (ii) a “speech interference” metric capable of addressing impacts associated with low-altitude overflights of recreational and residential areas where people spend the vast majority of their time outside.

10. The problems described above are exacerbated by the format and contents of FAA’s Project webinars. As the Supreme Court has long recognized, meaningful public involvement is one of NEPA’s most fundamental requirements. See, e.g., *Baltimore Gas & Electric Co. v. Nat. Res. Def. Council*, 462 U.S. 87, 97 (1983). To comply with the statute, FAA “must insure that environmental information is available to public officials and citizens before decisions are made.” 40 C.F.R. § 1500.1(b). That information “must be of high quality” and “public scrutiny [is] essential.” *Id.* Accordingly, both the Council on Environmental Quality’s NEPA regulations (applicable to all federal agencies) and FAA’s own NEPA procedures require public meetings or hearings where, as here, a proposed action presents complex matters of substantial interest across a broad geographic area. See 40 C.F.R. § 1506.6; FAA Order 1050.1F, § 2-5.3. We understand and agree that convening large, in-person public meetings may be unwise during the ongoing COVID-19 pandemic. But FAA’s proposed substitute — a series of on-line webinars — simply does not provide an adequate opportunity for public involvement in the Metroplex decision-making process. Instead, the webinars consist primarily of generic information about Performance-Based Navigation and a series of talking points repeating elements of the Project’s purpose and need statement. Maps and other graphics are presented at a scale that does not allow viewers to understand the Project or its impacts. And interested parties who ask specific questions about particular elements of the proposed action are generally referred to the Google Earth files available on the Project website — an approach to environmental review whose manifest inadequacy we have addressed above. If the FAA fails to correct these problems, the Metroplex environmental review process will not satisfy NEPA’s public participation requirements.



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11. Finally, we hope you will be sensitive to the fact that many — if not most — of the interested stakeholders within our community may find it difficult to fully participate in this NEPA process in light of the ongoing COVID-19 public health emergency. While we can certainly understand your interest in moving forward with this long-delayed project, we also believe it is important to provide additional time and information to any community members requesting them.

Again, thank you for the opportunity to provide comments on the Draft EA for the South-Central Florida Metroplex Project. We are available to discuss them with you and your team at any time. Please feel free to contact me at 561-391-2202 ex. 211 or at clara@bocaairport.com with any questions.

Sincerely,

Clara Bennett
Executive Director



Memo

To: Melvin Pollack, Chair and Board Members
From: Clara Bennett, Executive Director
Date: June 17, 2020
RE: **2020 Strategic Business Plan Update**

AGENDA ITEM – X - E

Airport Management and Ricondo will present a status report on the 2020 Strategic Business Plan Update, chaired by Ms. Budd.



2020 Strategic Business Plan Airport Authority Board Briefing

June 17, 2020



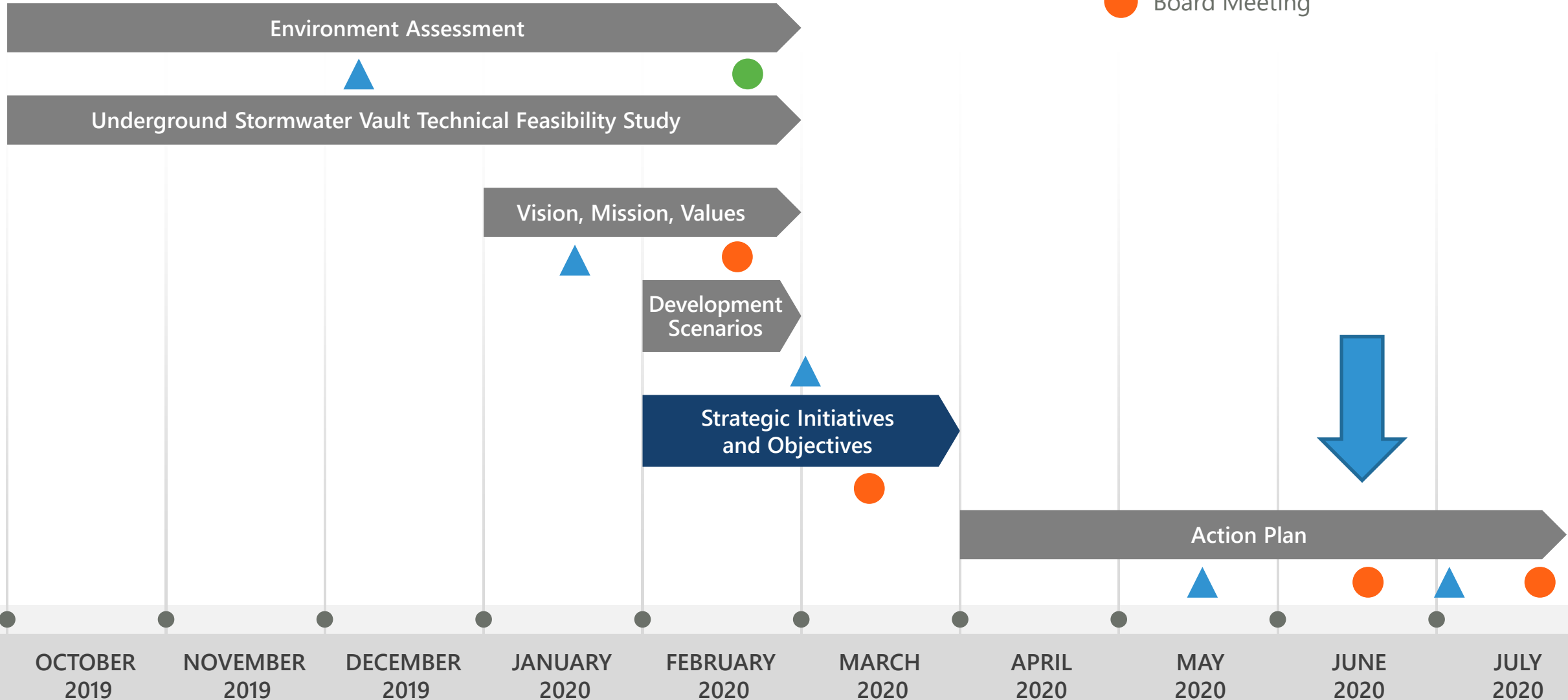
Briefing Overview

- Project Update
- Benchmark Update
- March 15th Board Workshop Summary
- Proposed Strategic Initiatives
- Proposed Strategic Actions
- Next Steps

Strategic Business Plan Progress Update

- ▲ Strategic Planning Committee Meeting
- Stakeholder Engagement Meeting
- Board Meeting

KICKOFF





Airport Benchmark Update

Benchmark Airports

Scottsdale Airport



SDL

282 ac.

Addison Airport



ADS

368 ac.

Florida Key West International Airport



EYW

334 ac.

Boca Raton Airport



BCT

214 ac.

Chicago Executive Airport (PWK)

Westchester County Airport (HPN)

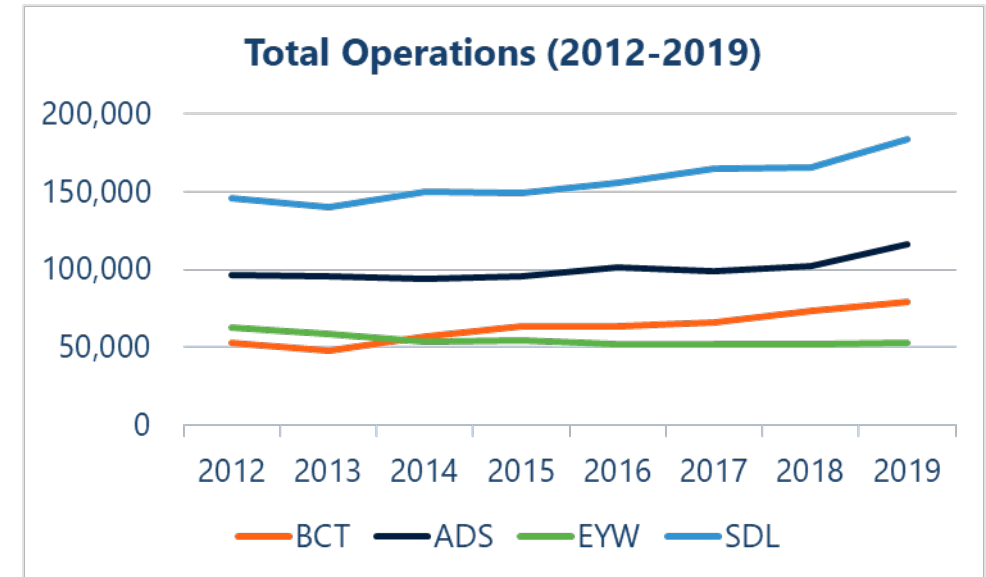
Allegheny County Airport (AGC)

Denver Centennial Airport (APA)

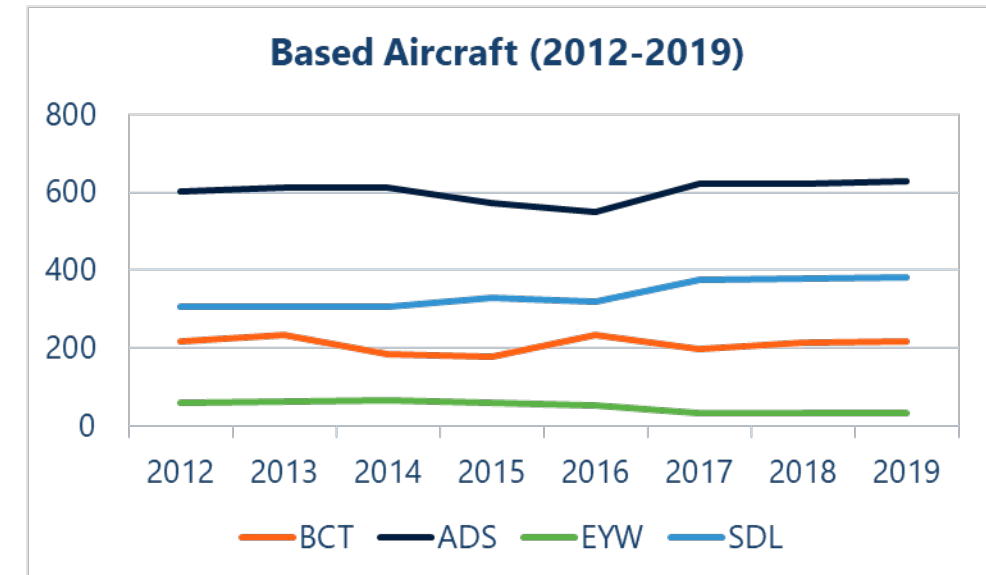
Benchmark Characteristics

- One runway airports
- Similar constraints (landlocked, revenue diversification, capacity of existing aprons, and ability to extend runway)
- Similar size (214-368 ac.)
- Business aviation airports
- Customs and Border Protection (CBP) Facility

Airport	Ownership
Boca Raton Airport (BCT)	Boca Raton Airport Authority
Addison Airport (ADS)	Town of Addison
Key West International Airport (EYW)	Monroe County
Scottsdale Airport (SDL)	City of Scottsdale

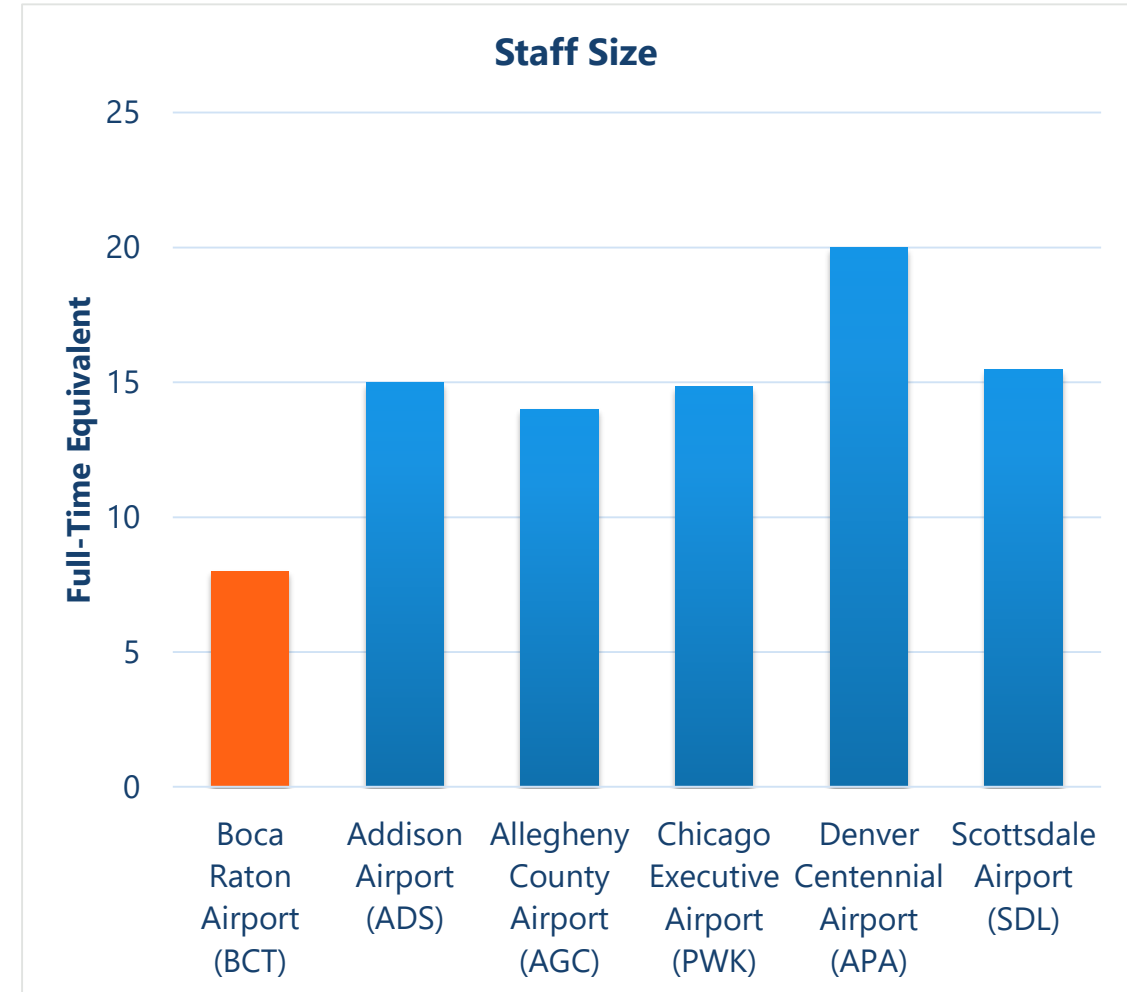


*Only itinerant and local operations shown.



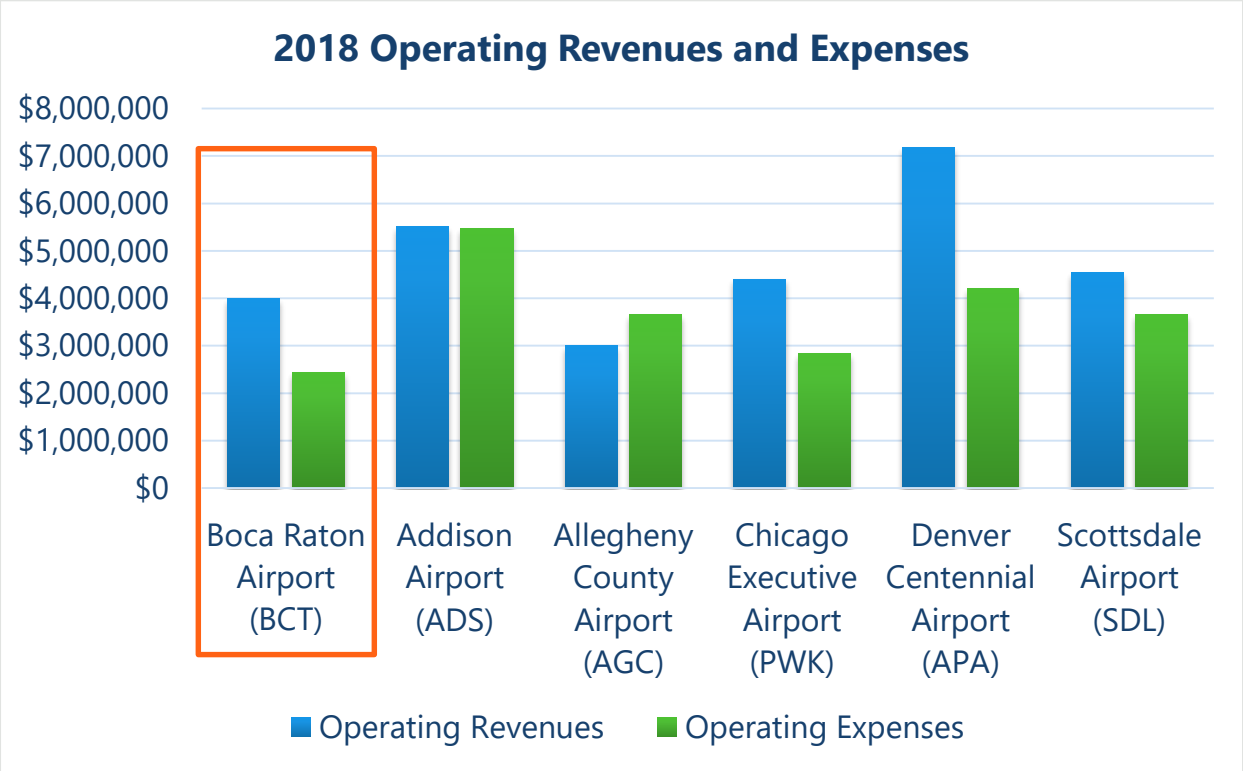
Staffing and Training

- Other positions at peer airports include:
 - Maintenance Manager/Technician
 - Aviation Plan and Outreach Coordinator
 - Media and Communications Manager
 - Real Estate Manager
 - Leasing Manager
 - Senior Management Analyst
 - Senior Planner/Noise and Environmental
- Scottsdale Airport leverages online training platforms for employee development



Revenues and Expenses

- Key Revenue Sources:
 - Real Estate/Rent Revenue
 - Fuel Flowage Fee
 - Airport Fees
 - Concessions



Recent Business Changes at Other Airports

Addison Airport (ADS)

- Town of Addison moving away from outsourcing and towards in-house provision of management/services:
 - At the end of Fiscal Year 2020, AECOM (airport operations and management) and SAMI (real estate management) employees will transition to employment with the Town of Addison

Key West International Airport (EYW)

- The U.S. Customs and Border Protection (CBP) Facility was expanded to accommodate additional passengers due to anticipated increased demand for international air service

Strategic Planning – Initiatives

Addison Airport (ADS)

Continue to enhance the airport's overall value for the benefit of stakeholders

Fully integrate the airport with the Town of Addison

Continue to promote industry-leading practices in all aspects of airport management, development, operations, and maintenance

Key West International Airport (EYW)

Responsible management of physical infrastructure and capital assets; Safe, well-maintained enterprising air transportation facilities

Strategic Planning – Initiatives

Geneva Airport (GVA)

Platform Operability: optimize processes and adapt infrastructures in order to efficiently and effectively manage aircraft traffic as well as the flow of passengers and baggage

Customer Satisfaction: improve platform users' experience by ensuring the quality and diversity of airline connections, services and by facilitating their accessibility

Economic Sustainability: consolidate and evolve business model, values know-how and investments in order to bear the costs necessary for the continuation and development of activities

Human Resource and Skill Management: develop a policy as a responsible employer and corporate citizen and place the human resource at the core of development

Affirmation of Responsible Identity: defend values that are assumed by all employees and share them with partners and the public. At the same time, implement them consistently in all actions

London Luton (LTN)

To make the best use of the existing runway at LTN by increasing its capacity to around 50 movements per hour – potentially supporting in the region of 36-38 million passengers per year, or 240,000 aircraft movements per year

To ensure the economic benefits reach local and sub-regional communities and economies

Addison Airport Insights

- Airport Director believes Addison Airport will recover from this recession, but recognizes some rental/lease payments may need to be deferred
- ADS developed a long-term financial planning/modeling tool linked to real estate
 - This model enables staff to consider different courses of action such as whether to extend a lease in exchange for capital improvements or to allow control of the property to revert to airport control for future airport development
- 2013 Strategic Plan found that the potential of the Airport would be limited in the absence of new revenue sources and/or significant new capital investment, and that long-term goals may not be fully achieved



March 15th Board Workshop Summary

March 15th Workshop

- Discussed the 7 strategic issues identified by the Committee
- Facilitated discussion resulted in 13 strategic initiatives
- Top 3 were highlighted by each Board member



Board-Formulated Strategic Initiatives

Initiative	Board Member Priority
Develop an effective decision-making model to rely on when making organizational decisions. Create a financially sustainable model that mitigates the effect of dwindling operating revenue sources and shifting legislative and leasing demands.	1,1,2,2
Advocate for and monitor airport surrounding developments (consider use of aviation easements).	1,1,2,2
Develop a land use and environmental policy statement. Develop a land use plan that maximizes highest and best use of the land, identifies creative development opportunities, supports financial sustainability, and addresses environmental concerns.	2,2,3
Integrate the Airport with the local government bodies.	2,3
Implement a more significant government affairs strategy to improve government relations and engagement from State government, County government, Federal Aviation Administration (FAA), and trade associations.	1
Align staffing to support long-range Authority Vision.	1
Develop and maintain a succession plan for current director. Assess and evaluate staffing and organizational structure.	3,3
Increase Airport perceived value to stakeholders, thought leaders, and decision makers.	3,3
Preserve and develop institutional knowledge, human capital, and best practices.	-
Implement a Board member annual survey/self-evaluation.	-
Investigate long-term strategy for nonaeronautical leases. Could mean evaluating actions such as converting to aeronautical uses when property reverts to Boca Raton Airport Authority.	-
Create a plan for hardening Airport buildings by working with tenants. Evaluate underground utilities at risk. Ensure disaster recovery plan is as robust as can be so that Airport is equipped to react to disasters when they occur.	-
Minimize impact of environmental and technological threats. Important to understand what may happen if some threats are not addressed.	-



Proposed Strategic Initiatives

Strategic Initiative Definition

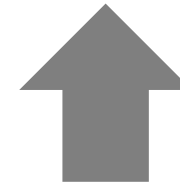
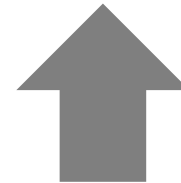
Strategic initiatives must address strategic issues and meet the following criteria:

- Be understandable and explainable
- Be flexible/adaptable
- Be consistent with the legal requirements of airports
- Have predictable and acceptable effects on stakeholders
- Be measurable and verifiable
- Be realistic and achievable
- The benefits of implementing the initiative outweigh the costs

Strategic Initiatives Formulation Workflow

PRIMARY OBJECTIVE

Provide an action path that addresses the strategic issues



INPUT FACTORS

Board-formulated
Initiatives

Environment
Scan

SWOT
Analysis

Land-use
Analysis

Strategic Initiative Actions/Goals Example (Bradley Int'l)

Long-term Objective:

- Deliver an exceptional customer experience at the airport

Short-term Objectives:

- Continue to implement new signage program to ease passenger wayfinding – consistent lettering and use color coding
- Expedite the efforts of Project Development and Leasing to market the opening of new concessions
- Continue to recognize the importance of the Bradley Ambassador program
- Remain flexible in order to be able to provide for unforeseen customer needs and amenities

Proposed Strategic Initiatives

Plan for financial resiliency in a dynamic and uncertain future environment

Establish annual goals that continuously strengthen the Authority's financial resiliency. Uncertain future conditions include Federal and State grant availability, fuel flowage fees, natural or man-made events (hurricanes, health crisis). Establish a risk-based financial response plan that enables the simulation of scenarios and improves financial resiliency over time.

Develop land use policies and practices that enhance the value of the Airport to business and community stakeholders

Land is the most strategic asset of general aviation airports that do not benefit from commercial traffic such as passengers or cargo. Its strategic value increases significantly at airports that are land constrained like BCT. Establishing best land management and marketing practices is key to ensuring that the land is not underutilized and can benefit business stakeholders and the community. Monitoring land development around the Airport is important to mitigate potential land use compatibility issues early on.

Promote the Airport's value to the community and contribution to the regional economy

The BRAA operates BCT within an urban environment. Ensuring that local communities and legislators understand the value and contribution of the Airport increases the trust in the BRAA and facilitates airport development.

Shape the organizational structure to continue responding to a dynamic operating environment and deliver excellence in all we do

Authority staffing must be sufficient to functionally achieve its mission and deliver its vision. The organization must be capable of adapting to the dynamic nature of the industry and needs of the organization.

Preserve and improve infrastructure assets and the operational integrity of the Airport

Preserving the Airport's assets and ensuring operational integrity is a pre-requisite to undertaking other initiatives. Developing processes to maximize the life of infrastructure and implement capital projects that advance the development of the Airport is essential. Innovation should be monitored and implemented when benefits outweigh the costs.

Proposed Strategic Initiatives

	ISSUES	RESOURCES	FINANCIAL SUSTAINABILITY	GOVERNANCE CHANGES AND STAFF TURNOVER	LAND CONSTRAINTS	CONTRIBUTION TO ECONOMY AND COMMUNITY	NATURAL DISASTERS AND THREATS	ENVIRONMENTAL IMPACTS
Plan for financial resiliency in a dynamic and uncertain future environment	✓	✓		✓			✓	
Develop land use policies and practices that enhance the value of the Airport to business and community stakeholders		✓	✓	✓	✓			✓
Promote the Airport's value to the community and contribution to the regional economy	✓		✓		✓	✓		
Shape the organizational structure to continue responding to a dynamic operating environment and deliver excellence in all we do	✓	✓	✓		✓			
Preserve and improve infrastructure assets and the operational integrity of the Airport		✓					✓	✓

Proposed Strategic Actions

Strategic Initiative Actions/Goals Example (Bradley Int'l)

Long-term Objective:

- Deliver an exceptional customer experience at the airport

Short-term Objectives:

- Continue to implement new signage program to ease passenger wayfinding – consistent lettering and use color coding
- Expedite the efforts of Project Development and Leasing to market the opening of new concessions
- Continue to recognize the importance of the Bradley Ambassador program
- Remain flexible in order to be able to provide for unforeseen customer needs and amenities

1. Plan for financial resiliency in a dynamic and uncertain future environment

- Assess, develop and maintain a financial and business risk assessment model
- Evaluate long-term revenue and expense scenario projections against development goal metrics
- Control costs, as practical, and continuously seek opportunities for revenue growth and diversification

2. Develop land use policies and practices that enhance the value of the Airport to business and community stakeholders

- Develop and maintain a land use evaluation model to support land leasing scenario analyses and decision-making
- Establish and develop a resource to negotiate and manage on-airport leases, advocate for airport developments and monitor surrounding developments
- Investigate long-term land leasing strategy while preserving the flexibility to adapt to market demand and changes in economic conditions

3. Promote the Airport's value to the community and contribution to the regional economy

- Identify data sources and data points that highlight the Airport's value and contribution
- Update Authority communication plan to enhance outreach efforts and further integrate with local stakeholders
- Monitor community opportunities to further enhance role as "Good Neighbor"
- Participate and communicate with regional, state, and federal legislators as well as professional organizations

4. Shape the organizational structure to continue responding to a dynamic operating environment and deliver excellence in all we do

- Periodically assess and update staff responsibilities to identify Authority needs and functions necessary to achieve the Mission and Vision
- Plan to achieve succession planning objectives
- Invest in our staff to increase efficiency and effectiveness

5. Preserve and improve infrastructure assets and the operational integrity of the Airport

- Continuously optimize processes to maximize the life-cycle of Airport infrastructure
- Define and implement capital projects that advance the utility of the Airport and provide value-added benefits
- Identify innovation and best practices that can improve the Airport and its operations
- Assess opportunities to incrementally increase Airport resiliency against weather or man-made threats

Next Steps

Next Steps

- Address comments provided by the Board
- Finalize action plan with Strategic Planning Committee and submit for Board approval



Memo

To: Melvin Pollack, Chair and Board Members
From: Clara Bennett, Executive Director
Date: June 17, 2020
RE: **COVID-19 Rent Relief**

AGENDA ITEM – X – F

At the April 15, 2020 Board meeting, Airport Management and Airport Legal Counsel recommended and the Board approved a policy aimed at offering rent relief to Airport tenants dealing with the short-term business impacts of the COVID-19 pandemic.

The policy, which entailed an option for a three-month rent deferral option, was prepared in accordance with FAA guidance and outlined parameters that would be applied to all tenants seeking relief. Airport tenants were made aware of the availability of the rent deferral and, to date, no tenant has exercised the option.

One of the Authority's tenants, City Furniture, addressed the Board at the May 20, 2020 meeting requesting a waiver of 1.5 months of rent, rather than the proposed rent deferral. A subtenant, Signature Flight Support, requested to be treated similarly if rent abatement is considered by the Board.

As requested by the Board, Airport Legal Counsel prepared an analysis of the legal framework by which the Board could consider an abatement of rent. Using this legal framework, Airport Management conducted an analysis of each factor to be considered and its applicability to the tenant's and subtenant's requests. The attached memorandum contains the legal analysis of each factor and Airport Management's review of the individual factors contained therein.

Based on the analysis, it is Airport Management's opinion that a rent waiver is not in the Authority's economic and strategic interests and therefore not consistent with FAA guidance.

Reply To: West Palm Beach, FL

MEMORANDUM

TO: Clara Bennett
Executive Director
Boca Raton Airport Authority

FROM: Amy Taylor Petrick / *Amy Taylor Petrick*
Lewis Longman & Walker P.A.

RE: Parameters for Considering Rent Relief Requests Related to COVID-19 Business
Disruptions

DATE: July 10, 2020

At the May 2020 Board meeting, one of the Boca Raton Airport Authority's tenants, City Furniture, presented a request for rent abatement. This memorandum addresses the Boca Raton Airport Authority's ("the Authority") legal authority to provide rent relief in light of the business disruptions caused by the COVID-19 pandemic and guidelines for determining whether and to what extent such relief is appropriate.

Conclusion:

The Authority has the legal authority to provide rent relief to its tenants where such rent relief furthers the Authority's strategic interests and subject to the limits of its grant assurances, including the Airport's obligation to remain self-sustaining and economically non-discriminatory, as more fully described below.

01327132-1

JACKSONVILLE

245 Riverside Ave., Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG

100 Second Ave., South Suite 501-
S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE

315 South Calhoun St., Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA

301 West Platt St.
Suite 364
Tampa, FL 33606
T: 813.775.2331

WEST PALM BEACH

515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

Analysis:

Does BRAA Have the Right to Abate Rent?

Yes, if reasonable, adequately justified, and consistent with the Authority's obligation to be as self-sustaining as possible and to maintain policies that do not economically discriminate between tenants.

As an airport sponsor, the Authority's handling of rent for both aviation and non-aviation related tenants is governed by federal grant assurances that are codified in federal law. Compliance with grant assurances are mandatory and a failure to comply with grant assurances exposes the Authority to sanctions and jeopardizes the Authority's access to federal funding.

One of the most significant grant assurances applicable to this issue is Grant Assurance 24, which requires the Authority to operate the Airport, including its rental of airport property, in a manner that is "as self-sustaining *as possible* under the circumstances existing at the particular airport." (Emphasis added). Grant Assurance 24 has been interpreted to require the use of fair market value ("FMV") to determine rental rates for non-aeronautical uses at a covered airport, subject to certain exceptions not applicable here.

The Federal Aviation Administration ("FAA") has acknowledged that rent relief is a local decision that, in and of itself, does not violate the Grant Assurance 24. However, the FAA has cautioned that airport sponsors must keep in mind the statutory obligation to remain as "self-sustaining as possible" and its related obligation to charge FMV for non-aeronautical uses in its handling of requests for rent relief. Staff has evaluated the Authority's financial position and has opined that temporary rent relief under the terms previously approved by the Board would not cause the Authority to fall below the self-sustaining threshold. However, while the Authority's continued solvency is a necessary requirement for any contemplated rent relief program, it is not the sole consideration to enacting a grant-assurance compliant rent relief program, as discussed more fully below.

What Factors should BRAA Consider in Evaluating Requests for Rent Abatement?

1) Decline in fair market value of the leasehold, loss of services and changes to volume of traffic or collections; 2) the business situation of the tenant; 3) the changed circumstances caused by the pandemic; 4) the desirability of having solvent tenants that can operate normally after the emergency ends; 5) the availability of other government relief programs; and 6) conditions that, if triggered would end abatement.

On April 4, 2020, the FAA's issued a guidance document that affirmed the ability of local sponsors to renegotiate rent in response to the COVID-19 pandemic, including temporary rent relief. FAA provided the following considerations to guide such negotiations:

...the offer of accommodation in the form of rent abatement **is not barred** by the grant assurances *as long as it is reasonable under the circumstances and reflects the decline in fair market value, loss of services, and/or changes to volume of traffic and economy of collection.*

(FAA April 4, 2020 Guidance)(Emphasis added).

The FAA guidance document provided the following factors to consider: 1) the business situation of the tenant; 2) the changed circumstances created by the public health emergency; 3) the desirability of having solvent tenants that can resume normal operations when the emergency ends; 4) the availability of other governmental or insurance relief that such entities have or may receive; an appropriate term for such relief; and 5) possible subsequent conditions that, if triggered, would end the abatement. Such a condition could be the receipt of other governmental forms of relief, insurance recovery, if any, or an end to the emergency.

As the analysis below reflects, the focus of the factors provided by the FAA guidance is predominantly on the Authority's economic and strategic interests. Each factor shall be taken in turn and staff's initial analysis of the individual factors is incorporated herein.

1) Decline in fair market value, loss of services, and/or changes to volume of traffic and economy of collection.

Standard

Due to the relative recency of the pandemic, a fair market value analysis of the leaseholds has not been undertaken. However, it is appropriate for the Board to consider the respective level of difficulty in replacing the tenant requesting rent relief should the tenant seek to terminate the lease, as well as the likelihood of obtaining a comparable rental value for the property if a replacement tenant were needed.

Likewise, if the tenant provides services at the Authority, the Authority is encouraged to consider the availability of a replacement tenant who could provide like services. For some retail tenants, the Authority's aeronautical users do not receive a service or amenity as a result of the lease. Others enhance the experience of the Authority's customers, making the maintenance of that operation a legitimate factor in the Authority's consideration for rent relief.

Similarly, some tenant operations serve to draw customers to the Authority. For others, there is less opportunity for cross-traffic between the tenant's operation and the Authority's aeronautical operation.

Staff Analysis

As noted, an analysis of fair market for each leasehold value has not been undertaken. Such an analysis would involve selecting and retaining an MAI appraiser. Staff is determining the approximate cost and timing of such an effort.

From an operational standpoint, the operation of most, current, non-aeronautical tenants do not offer amenities to the airport customer base or provide significant opportunities for cross traffic. Therefore, the analysis under this factor for non-aeronautical tenants is limited to the market value and financial remuneration of the individual leases.

2) the business situation of the tenant;

Standard

The pandemic has affected various tenants both aeronautical and non-aeronautical differently. Some businesses were required to close entirely, resulting in layoffs and a loss of income. Other businesses were required to remain open without customers, resulting in uncompensated operating costs as well as a loss of income.

Similarly, tenants entered into the pandemic in different financial conditions. Some tenants were experiencing financial difficulties before the pandemic occurred, while others remain in good financial health the pandemic notwithstanding. As reflected in factors 1 and 4, the business situation of the tenant is primarily of interest to the Authority to determine whether the Authority will be able to continue receiving the benefit of the existing lease and the operations provided for therein. Conversely, the Authority's interests are not served and the purposes of the Grant Assurances are not furthered by rent relief that simply rectifies a pre-existing financial problem on the part of the tenant.

Staff Analysis

Staff has previously recommended that each business document the economic impact of the pandemic on the business, so that similarly situated tenants can be treated the same and distinctions between tenants justifying differing terms can be identified. This remains good advice. To date, no tenant has offered documentation regarding its business situation and the resultant impact of the COVID-19 outbreak on operations.

3) the changed circumstances caused by the pandemic;

Standard

It has been widely documented that the pandemic may have lasting impacts on how the public behaves. Changes in travel patterns and retail patronage are broadly anticipated, at least in the near term if not the mid and long-term. Such factors may have an impact on how the Authority

values its current tenant mix from an operations standard and may justify re-consideration of the assumptions underlying existing, long-term leases.

Staff Analysis

At this early stage, no data is available regarding the lasting impacts of the pandemic on business operations. Similarly, no tenant has provided data regarding anticipated impacts to its business operations to justify a re-consideration of lease terms beyond the short-term relief previously suggested by staff.

4) the desirability of having solvent tenants that can operate normally after the emergency ends;

Standard

As mentioned above, support for tenant partners that provide either an operational benefit or an economic benefit based on lease terms may be in the Authority's economic and strategic interests, even if such support represents a temporary reduction in rental income. Conversely, if there is little to no documented danger that a tenant will be unable to resume operations and meet its lease obligations, the Authority's interests may not be served by granting rent relief requests.

Staff Analysis

Having tenants with strong financial positions is critical to ensuring the self-sustainability of the Airport Authority and the Airport's ability to serve the general aviation needs of the community. However, to date no tenant requesting relief has provided documentation to indicate an inability to resume operations or meet lease obligations.

5) the availability of other government relief programs; and

Standard

The FAA Guidance's direction to consider the availability of other government relief programs provides a strong signal that airport sponsors should not consider themselves as a primary source of government-based relief for larger economic impacts. This is particularly true in the case of the Authority, which does not have taxing authority and is solely dependent on its entrepreneurial activities for financial support. Moreover, while the Authority's enabling legislation grants the Authority the ability to negotiate lease terms, it does not authorize it to offer more generalized government aid programs. Accordingly, Staff has wisely recommended that tenants requesting relief document attempts to first seek economic help from other existing government programs before looking to the Authority for economic concessions.

Staff Analysis

Tenants requesting rent relief have indicated that they have not and do not intend to utilize other available government relief programs as a primary source of government-based relief.

6) conditions that, if triggered would end abatement.

Standard

It is axiomatic that not all requests for rent relief are created equal. Rent relief that is open-ended or based on larger economic indicators would be harder to justify as having a specific nexus with the Authority's economic and strategic interests. Likewise, the impact of such rent relief on the Authority's ability to meet its self-sustainability grant assurance requirements would be harder to evaluate. Accordingly, the Authority must consider whether the rent relief requested is likely to be effective, considering the anticipated timing of the pandemic's impacts, and what impact the scope of the requested rent relief would have on the Authority's financial position. In any rent relief agreement, the time frame for the rent relief and any conditions ending the abatement period would need to be clearly defined.

Staff Analysis

One tenant requested a waiver, rather than a deferral, of 1.5 months of rent to coincide with the COVID-19 related closure. Another tenant requested to be treated similarly if such rent abatement is considered. If 1.5 months of rent abatement is extended equally among all tenants, the Airport Authority would experience a reduction in revenues of approximately \$460,500, or 9% of projected 2020 revenues, and a 20% reduction in net operating income before depreciation.

Can the Authority Offer Different Terms to Different Tenants?

Yes, if the differing terms are justified by the differing positions of the tenants and/or the Authority's economic and strategic interests, but uniform standards and documentation requirements should be developed and applied to the maximum extent possible.

Grant Assurance 22 requires the Authority to refrain from economic discrimination between aeronautical tenants. However, Grant Assurance 22 does not apply to non-aeronautical users, which are not considered similarly situated to aeronautical users. *See BMI Salvage Corp. v. F.A.A.*, 2012 WL 2924025 *1, *3 (11th Cir. Jul. 19, 2012). Therefore, the Authority is able to distinguish between rent relief terms offered to aeronautical and non-aeronautical users.

That said, FAA has encouraged airport sponsors to apply uniformity in its application of rent relief programs and to justify with adequate documentation the rent relief terms offered to both aeronautical and non-aeronautical tenants. Moreover, FAA has cautioned airport sponsors to evaluate whether rent relief offered to non-aeronautical users shifts airport operation costs to aeronautical users, and to ensure that reallocated costs remain reasonable.

Clara Bennett, Executive Director of Boca Raton Airport Authority

Parameters for Rent Relief

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Based on the FAA's guidance for uniformity in rent relief decisions, Staff previously recommended that the Board consider and the Board approved a standardized rent relief program that included documentation requirements for tenants seeking rent deferral consistent with the factors articulated herein. If the Board chooses to consider additional forms of rent relief, such as time limited rent abatement – rather than deferral, or the modification of other lease terms, the Board should continue to standardize both the application process and the grounds for approval to the fullest extent possible. Moreover, where the factors outlined above do not support rent relief as furthering the Authority's economic and strategic objectives, the rent relief is not consistent with FAA guidance.

Please do not hesitate to contact me if I can be of additional service as the Authority considers the matters addressed in this memorandum.