

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

REQUEST FOR QUALIFICATIONS RFQ NO. 2023-BRAA-002

DESIGN BUILD SERVICES FOR A FLIGHT OBSERVATION AREA

DUE DATE AND TIME: MARCH 21, 2023 at 3:00 P.M. EST

INSTRUCTIONS

The Boca Raton Airport Authority (BRAA) is soliciting Statements of Qualifications from interested firms to design and construct a Flight Observation Area at the Boca Raton Airport. Statements of Qualifications must be received on or before the due date and time (local time) listed below. Statements shall be limited to a maximum of fifteen (15) pages, excluding financial information and litigation and other contract dispute information.

Proposers shall submit five (5) complete copies of all requested material to:

Boca Raton Airport Authority, front lobby reception desk 903 NW 35th St Boca Raton, FL 33431

RE: RFQ No. 2023-BRAA-002

Normal business hours for the Boca Raton Airport Authority (BRAA) are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME (EST), ON MARCH 21, 2023.

BRAA will not accept electronically transmitted, late, or misdirected proposals. Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Statement of Qualifications is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The time and date for receipt of Statement of Qualifications will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Statement of

Qualifications will be time/date stamped upon receipt. Statement of Qualifications received after the specified time and date shall be returned unopened.

Each hard copy Statement of Qualifications submitted to the BRAA shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFQ number, due date for Statement of Qualifications, and the title of the RFQ. Included in the envelope shall be a one (1) original hard copy, a signed Qualifications Submittal Signature Page, and 4 duplicate hard copies. If the Qualifications Submittal Signature Page is not included in the package as an original hard copy, the BRAA may deem the Statement of Qualifications non-responsive. Statements of Qualifications must contain all information required to be included in the submittal, as described in this solicitation.

CONTACT

Any questions regarding the specifications and solicitation process must be submitted in writing to the Executive Director at <u>clara@bocaairport.com</u>. Requests for clarification and additional information must be received by the Deadline for Requests for Clarification on March 10, 2023, 2 p.m. EST.

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

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 2023-BRAA-002

DESIGN BUILD SERVICES FOR A FLIGHT OBSERVATION AREA

In accordance with Florida Statutes § 287.055, the Consultant's Competitive Negotiation Act (CCNA), The Boca Raton Airport Authority ("BRAA") is soliciting Statements of Qualifications from interested firms ("Proposers") to design and construct a Flight Observation Area at the Boca Raton Airport, located at 903 NW 35th St, Boca Raton, FL 33431, in accordance with the terms, conditions, and technical and design specifications contained in this Request for Qualifications ("Project"). Request for Qualifications documents are available beginning February 19, 2023on the Boca Raton Airport Authority website at www.bocaairport.com or by contacting the Boca Raton Airport Authority by e-mail at clara@bocaairport.com or by phone at (561) 391-2202.

Date of Advertisement: February 19, 2023

Non-Mandatory Pre-Submittal Meeting March 2, 2023, 2 p.m. EST

Deadline for Requests for Clarification: March 10, 2023, 2 p.m. EST

Deadline for Submission of Statements of Qualifications: March 21, 2023, 3 p.m. EST

Statements of Qualifications shall be limited to a maximum of fifteen (15) pages, excluding financial information and litigation and other contract dispute information.

In accordance with the Americans with Disabilities Act (ADA), persons with disabilities who require special accommodations to participate in this solicitation should contact the Boca Raton Airport Authority office at (561) 391-2022 to request such accommodations.

Civil Rights – Notice Solicitation

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

Publish: February 19, 2023

Clara Bennett, Executive Director

TABLE OF CONTENTS

SECTION 1: PROJECT OVERVIEW	1
SECTION 2: GENERAL TERMS AND CONDITIONS	3
SECTION 3: SPECIAL TERMS AND CONDITIONS	12
SECTION 4: SCOPE OF WORK	15
SECTION 5: MINIMUM QUALIFICATIONS AND EXPERIENCE	20
SECTION 6: RESPONSE REQUIREMENTS	22
SECTION 6A: EVALUATION CRITERIA	24
SECTION 7: THE EVALUATION PROCESS	26
SECTION 8: PRICING INFORMATION	28
SECTION 9: PROPOSAL SUBMITTALS	29
Form 1: ACKNOWLEDGEMENT OF ADDENDA	30
Form 2: QUALIFICATIONS SUBMITTAL SIGNATURE PAGE	31
Form 3: CONFLICT OF INTEREST DISCLOSURE FORM	32
Form 4: NOTIFICATION OF PUBLIC ENTITY CRIMES LAW	33
Form 5: DRUG-FREE WORKPLACE	34
Form 6: NON-COLLUSION AFFIDAVIT	35
Form 7: TRUTH – IN – NEGOTIATION CERTIFICATE	36
Form 8: STANDARD FDOT REQUIREMENTS AND CERTIFICATIONS	37
SECTION 10: SAMPLE CONTRACT AND PROJECT FORMS	43
SECTION 11: Exhibits	
Exhibit A: Design Criteria Package	113
Exhibit B: BRAA Drug Free Workplace Policy	157

SECTION 1: PROJECT OVERVIEW

- 1.1 The Boca Raton Airport Authority ("BRAA") is soliciting Statements of Qualifications from interested firms ("Proposers") to design and construct a Flight Observation Area at the Boca Raton Airport, located at 903 NW 35th St, Boca Raton, FL 33431, in accordance with the terms, conditions, and technical and design specifications contained in this Request for Qualifications ("Project").
- 1.2 The Scope of Work under this Request for Qualifications (RFQ) consists of providing professional engineering and architectural services to design and build the Project and performing the construction of Project, including landscaping, and all cleanup and unforeseen conditions, to a Guaranteed Maximum Price (GMP). The awarded firm shall be required to complete the full design, including drawings, plans, and specifications, to one hundred percent (100%) completion of the Project, acquire all permits, including any and all necessary modifications to the acquired permits, and complete the construction by the target completion date of December 22, 2023.
- 1.3 The BRAA's budget for this Project is currently between \$680,000 and \$700,000. This budget includes all costs for design, geotechnical surveys, architectural services, landscape architectural services, engineering services, permitting, construction management, construction of the Project, and all work necessary to fully and timely complete all portions of the Project in accordance with the Contract Documents.
- 1.4 The successful Proposer shall provide a team of professionals capable of performing the design-build services in an efficient manner to provide a successful, on-time and on-budget project delivery. The BRAA places significant value on high quality work and performance, timely access and response, scheduling and cost concerns and communication.
- 1.5 The Method of Award for this solicitation will be to the qualified Proposer(s) determined to be responsive and responsible Proposers whose Statement of Qualifications is determined to be the most advantageous to the BRAA.
- 1.6 A non-mandatory pre-submittal meeting will be held March 2, 2023 at 2 p.m. at the BRAA administrative offices, located at 903 NW 35th St, Boca Raton, FL 33431. Attendance at this meeting is not required but encouraged to ensure full understanding of the requirements provided in this RFQ document and the associated Project. All requests for clarification related to this RFQ must be in writing, submitted to Clara Bennett, via email at clara@bocaairport.com. All requests for clarifications must be submitted by or before 2 p.m. March 10, 2023.

1.7 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	February 19, 2023
b.	Institute Cone of Silence	February 19, 2023
C.	Non-Mandatory Pre-Submittal Meeting	March 2, 2023 (2:00 p.m. EST)
d.	Deadline for Requests for Clarification	March 10, 2023 (2:00 p.m. EST)
e.	Due Date and Time (for delivery of Statements of Qualifications)	March 21, 2023 (3:00 p.m. EST)
f.	Evaluation by the Qualifications Evaluation Committee (QEC)	TBD
g.	Presentations (if requested)	TBD
h.	Final Evaluations	TBD
i.	Negotiations	TBD

1.8 Description of the BRAA

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

Boca Raton Airport is home to more than 50 aviation and non-aviation businesses and approximately 227 based aircraft. According to the State of Florida, the Airport contributes an estimated \$693 million in annual economic impact to the local economy, an employment base of 4,843, and total payroll of \$219 million.

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

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

More detailed information about the Authority and its finances can be found in the Authority's Annual Operating, Capital Outlay and Capital Improvement Plan Budgets and Annual Financial Report available online at: www.bocaairport.com/documents.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. BRAA or Authority: The Boca Raton Airport Authority.
- b. Contract Documents: This Request for Qualifications, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the BRAA and the Proposer.
- c. Contractor: Selected Proposer that is awarded a contract to provide the goods or services to the BRAA.
- d. Proposer: Person or firm submitting an offer in response to this Request for Qualifications.
- e. Responsible Proposer: Proposer that has the capability in all respects to fully perform the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- f. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.
- g. Selected Proposer: Proposer who has been selected to perform the Work under this
- Solicitation or Request for Qualifications: This solicitation documentation, including any and all addenda.
- i. Statement of Qualifications: Any offer(s) submitted in response to this Request for Qualification.
- j. Qualifications Submittal forms: Forms that describe the services to be purchased, and must be completed and submitted with the Statement of Qualifications.
- k. Qualifications Evaluation Committee or "QEC": A committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.
- Work or Scope of Services or Services: The services to be performed for the Project, as described in the Contract Documents.

2.2 CONE OF SILENCE

Pursuant to Section 16 of the Procurement Code of the BRAA, and subject to the exceptions described therein, any verbal or written communication between a Proposer or its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation is under a "cone of silence" and, with the exception of the communication expressly allowed under this RFQ or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of Proposers, whichever occurs first.

2.3 ADDENDUM

The Executive Director may issue an addendum in response to any Requests for Clarification or other inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the BRAA enabling act (House Bill No. 1675), the applicable BRAA by-laws, resolutions, rules and regulations, standard operating policies, and insurance standards as well as all applicable State, and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the legal authority shall apply in the following order: Federal, State, and local.

2.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Statements of Qualifications, a Proposer may change its Statements of Qualifications by submitting a new Statement of Qualifications (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Statement of Qualifications replaces the original Statement of Qualifications. The new submittal shall contain the letter and all information as required for submitting the original Statement of Qualifications. No changes to a Statement of Qualifications will be accepted after Statements of Qualifications have been opened.

2.6 WITHDRAWAL OF STATEMENT OF OUALIFICATIONS

A Statement of Qualifications shall be irrevocable unless the Statement of Qualifications is withdrawn as provided herein. A Statement of Qualifications may be withdrawn by submitting a written letter to the Executive Director prior to the due date for Statement of Qualifications or ninety (90) days after the Statement of Qualifications has been opened and prior to award. The effective date of the withdrawal shall be the date the Executive Director's receives the letter. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

2.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Contract (including Contract General Conditions), the Scope of Services, and/or Description of Items, the Contract, the Qualifications Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Qualifications Submittal forms, the Scope of Services and/or Description of Items, the Contract (including Contract General Conditions), the Special Conditions, and then the General Terms and Conditions.

2.08 PREPARATION OF STATEMENT OF QUALIFICATIONS

- a. The Qualifications Submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Statement of Qualifications. Use of any other forms will result in the rejection of the Statement of Qualifications. The Statement of Qualifications submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Statement of Qualifications to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Qualifications Submittal forms where indicated. Failure to sign the Signature Page of the Statement of Qualifications shall render the Statement of Qualifications non-responsive.
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Proposers are cautioned that they may be considered non-responsive if their Statement of Qualifications is conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Proposer may submit alternate Statement of Qualifications(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Statement of Qualifications must meet or exceed the minimum requirements and be submitted as a separate Statement of Qualifications marked "Alternate Statement of Qualifications".
- e. Late Statement of Qualifications will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

2.09 CANCELLATION OF SOLICITATION

The BRAA reserves the right to cancel, in whole or in part, any Requests for Qualifications when it is determined, in the Executive Director's sole discretion, to be in the best interest of the BRAA.

2.10 PRE-AWARD INSPECTION

The BRAA may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

2.11 PROPOSER'S COSTS

The BRAA shall not be liable for any costs incurred by Proposers in responding to this Request for Qualifications.

2.12 AWARD OF CONTRACT

- a. This Contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Statement of Qualifications, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The BRAA shall be the sole judge of its best interest.
- b. The BRAA reserves the right to reject any and all Statement of Qualifications if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the BRAA's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Statement of Qualifications received for this solicitation.
- d. The BRAA reserves the right to request and evaluate additional information from any Proposer after the due date for Statement of Qualifications, as the BRAA deems necessary.
- e. Proposers will be ranked based on the based on the qualifications and experience best suited to the RFQ's Scope of Services. The QEC reserves the right to conclude evaluations and make recommendation of the final selected Proposer(s). However, the QEC may shortlist and/or request oral presentations.
- f. After ranking, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest ranked Proposer to bring before the Board for approval.
- g. If an agreement cannot be reached with the highest ranked Proposer within 30 days of ranking, the Executive Director shall terminate negotiations with that Proposer, and commence negotiations with the next-highest ranked Proposer.
- h. The BRAA will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- Award of this Request for Qualifications may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

2.13 PREFERENCE FOR FLORIDA BUSINESSES

Pursuant to Section 287.084, Florida Statutes, where a bid involves the purchase of personal property, a Proposer or

Bidder whose principal place of business is in outside this state shall provide the BRAA with a written opinion of an attorney at law to practice law in that foreign state, as to the preferences, if any or no one, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Where the Proposer or Bidder has a principal place of business in a state or political subdivision of a state that grants a preference to businesses within that state, then the BRAA will grant a preference to Proposers or Bidders with a principal place of business within the State of Florida. Where the Proposer or Bidder has a principal place of business outside the state of Florida, and that state does not grant a preference to vendors having a principal place of business in that state, then the BRAA shall grant a preference of 5 percent to the lowest responsible and responsive Proposer having a principal place of business in the State of Florida.

2.14 PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACES

Pursuant to Section 287.087, Florida Statutes, the BRAA shall give preference to a business that certifies that it has implemented a drug-free workplace program consistent with the requirements for such programs set forth in Section 287.87, Florida Statutes, when two or more bids that are equal with respect to price, quality, and service.

2.15 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any BRAA purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the BRAA stating either that the Proposer is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Statement of Qualifications is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Statement of Qualifications, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Statement of Qualifications shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the BRAA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

2.16 PROTEST

In accordance with Sections 9 to 15 of the BRAA Procurement Code, if a Proposer intends to protest a solicitation or proposed award of a contract, the following shall apply:

- a. The written protest must be received no later than seven (7) calendar days after such actual or prospective Proposer knew or should have known the facts giving rise to the protest. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.
- b. The Executive Director's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the BRAA.
- c. The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion. If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing, after consulting with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.
- d. The Proposer shall have the right to appeal the decision of the Executive Director in accordance with the protest and appeals procedures as set forth in Section 13 of the BRAA Procurement Code.

2.17 PROMPT PAYMENT TERMS

It is the policy of the BRAA that payment for all purchases by BRAA shall be made in a timely manner. The BRAA will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the BRAA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the BRAA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director or designee, not later than sixty (60) days after the date on which the proper invoice was received by the BRAA.

2.18 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Qualifications Submittal forms signature page of the solicitation.

2.19 CONTRACT EXTENSION

The BRAA reserves the right to automatically extend any Agreement for a maximum period not to exceed ninety (90)

calendar days in order to provide BRAA with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful. The Executive Director shall determine whether to extend the Agreement, and shall exercise the right to automatically extend the agreement by written notice to the Proposer.

2.20 STANDARD OF CARE

The Proposer acknowledges that BRAA has accepted and relied upon Proposer's representations regarding Proposer's skill and expertise in the Proposer's industry. Therefore, Proposer represents that its services will be performed in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services. Proposer 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 RFQ documents and the Contract.

2.21 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the BRAA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

2.22 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the BRAA and the selected Proposer, continue until completion at the same prices, terms, and conditions.

2.23 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

2.24 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the BRAA or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

2.25 SUBCONTRACTING

Unless otherwise specified in the Special Terms and Conditions, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the BRAA. The ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the BRAA shall constitute a material breach of the agreement and may result in termination of the contract for default.

2.26 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the BRAA. Assignment without the prior consent of the BRAA may result in termination of the contract for default.

2.27 SUBSTITUTION OF PERSONNEL

It is the intention of the BRAA that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the BRAA's approval. In the event the substitute personnel are not satisfactory to the BRAA, and the matter cannot be resolved to the satisfaction of the BRAA, the BRAA reserves the right to cancel the contract for cause.

2.28 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

2.29 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer 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 selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer'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 Proposer.

2.30 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities

from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Design Professional and/or Contractor to indemnify the BRAA for its own negligence, or intentional acts of the BRAA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

2.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

2.32 PURCHASE OF OTHER ITEMS

The BRAA reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the BRAA may request a price quote from the selected Proposer on the contract. The BRAA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

2.33 TERMINATION:

a. Availability of funds: If the term of this contract extends beyond a single fiscal year of the BRAA, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the BRAA. The Board shall be the final authority as to availability of funds and how such funds are to be allotted and expended. In the events funds for the project/purchase are not made available of otherwise allocated, the BRAA may terminate this contract upon thirty (30) days prior notice to the selected Proposer.

- b. For convenience: The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The BRAA shall be the sole judge of "reasonable costs."
- For default: The BRAA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Proposer. The BRAA further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate BRAA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the BRAA's intent to terminate. In the event of termination for default, the BRAA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

2.34 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Proposer to submit to an audit by an auditor of the BRAA's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the BRAA for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the BRAA to ensure compliance with applicable accounting and financial standards.

2.35 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Federal Aviation Administration (FAA), the Department of Transportation (DOT), the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.36 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

2.37 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

2.38 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

2.39 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.

2.40 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The BRAA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida and the federal government.

The selected Proposer further acknowledges and agrees to provide the BRAA with all information and documentation that may be requested by the BRAA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

2.41 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

2.42 PUBLIC RECORDS

Florida law provides that agency records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Statement of Qualifications response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Statement of Qualifications opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Statement of Qualifications is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Statement of Qualifications number clearly marked on the outside. The BRAA will not accept Statement of Qualifications when the entire Statement of Qualifications is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the BRAA and the BRAA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the BRAA's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

2.43 CONFLICTS OF INTEREST

All Proposers must disclose with their Statement of Qualifications the name of any officer, director, or agent who is also an employee of the BRAA. Further, all Proposers must disclose the name of any BRAA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and

may be grounds for further disqualification from participating in any future solicitations with the BRAA.

2.44 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Statement of Qualifications on a contract to provide any goods or services to a public entity; may not submit a Statement of Qualifications on a contract with a public entity for the construction or repair of a public building or public work; may not submit Statement of Qualifications on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

2.45 TAXES

The BRAA is exempt from payment of Florida state sales and use taxes. The selected Proposer 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 Proposer authorized to use the BRAA's tax exemption number in securing such materials.

2.46 FORCE MAJEURE

The BRAA and the selected Proposer 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 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:

- a. 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.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. 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.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

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

government approvals, permits, or licenses, and/or economic hardship of the selected Proposer 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.

2.47 NOTICES

Notices shall be effective when received via certified U.S. Mail, hand delivery, or other mail delivery service, such as UPS or Federal Express, at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Email transmissions of less than fifty megabytes (50 MB) in size are acceptable notice when emailed to the email address set forth herein and are effective when received; however, email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the BRAA.

2.48 OWNERSHIP OF WORK PRODUCT

The BRAA shall have ownership rights, including without limitation copyrights and patents, to all work products developed for the BRAA by the selected Proposer.

2.49 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, any company that at the time of bidding is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria, is ineligible for and may not bid or enter or renew a contract for goods or services of \$1 million or more, except as provided in Section 287.135(4), Florida Statutes. A Proposer for a contract for goods or services of \$1 million or more must certify that it is not on the list of Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, and is not engaged in business operations in Cuba or Syria Any contract for goods or services of \$1 million or more is subject to termination at BRAA's option if the selected Proposer is found to have submitted a false certification, or that it has been placed on the list of the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria.

2.50 E-VERIFY REQUIREMENTS

The Proposer warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Proposer agrees and

acknowledges that the BRAA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Section 2.32 "Termination," if the BRAA has a good faith belief that the selected Proposer has knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall terminate this Contract. If the BRAA has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall promptly notify the selected Proposer and order the selected Proposer to immediately terminate its contract with the subcontractor. The selected Proposer shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on the selected Proposer's failure to comply with E-verify requirements referenced herein.

2.51 FEDERAL GRANT ASSURANCES

The Selected Proposer understands that BRAA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority ("FAA"), and agrees to perform all services and provide all goods in compliance with those Grant Assurances. The parties agree that all terms and conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

A. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- Solicitations for Subcontracts. including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities</u>

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federallyassisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-

- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

END OF SECTION 2

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 SUBCONTRACTORS

3.1.1 **BRAA Approval**. All Subcontractors are subject to BRAA approval. The Proposer must identify any and all Subcontractors that may perform services under this RFQ, their capabilities and experience, in its Statement of Qualifications The competency of the Subcontractor(s) with respect to experience, skill, responsibility, business standing, and ability to meet security requirements, if any, shall be considered by the BRAA when making the award in the best interest of the BRAA. If the Proposer fails to identify any and all Subcontractors in its Statement of Qualifications, the Proposer may be allowed to submit this documentation during the evaluation period, if such action is in the best interest of the BRAA.

After a Contract has been awarded, substitution of Subcontractors shall not be permitted without written approval of the Executive Director. Such approval will not be granted if, in the sole discretion of the Executive Director, such substitution is not the best interest of the BRAA.

BRAA reserves the right to reject any and all Subcontractors listed by the Proposer either during the evaluation process or during the term of the Contract and bears no responsibility or liability to the Proposer or Subcontractor for any commitments made regarding the use of a particular Subcontractor for any Work.

3.1.2 **Teaming**. Proposers must select between submitting as a Prime Contractor (the "Proposer") or a Subcontractor when responding to this RFQ. Firms electing to submit as a Prime Contractor may only respond once to this RFQ. In other words, Prime Contractors are limited to participation on a single team. If submitting as a Prime Contractor, a Proposer may not participate as a Subcontractor on another proposal for the same RFQ. If a Proposer fails to adhere to these restrictions and participates in more than one Statement of Qualifications, then the Statement of Qualifications which includes the Proposer as a Prime Contractor shall be found non-responsive.

3.2 INDEMNIFICATION

Design Professionals shall indemnify and hold harmless the BRAA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design Professional and other persons employed or utilized by the Design Professional in the performance of the contract. The Design Professional expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Design Professional shall in no way limit the responsibility to indemnify, keep and save harmless, the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Design Professional means a contractor that is awarded a contract to provide professional services to the BRAA that is an individual or entity licensed by the state who holds a current certificate of registration or is qualified under Chapter 481, F.S. to practice architecture or landscape architecture, under Chapter 472, F.S. to practice land surveying and mapping, or under Chapter 471, F.S. to practice engineering.

Contractors who are not Design Professionals shall comply with 2.30 Section "Indemnification" of the General Terms and Conditions.

3.3 INSURANCE

The Contractor shall provide insurance coverage in accordance with the Boca Raton Airport Authority Insurance Standards available at https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf.

The Contractor shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the Executive Director or designee.

The Contractor shall be responsible to ensure that any and all of its Subcontractor comply with these insurance requirements. All coverages for Subcontractor shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the BRAA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the BRAA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the BRAA. Failure to provide and maintain the required insurance coverage during the term of the contract shall constitute a material breach of the contract. The Proposer is obligated to notify the BRAA if insurance coverage lapses or changes, including without limitation changes in the coverage limits or the insurance carrier, during the life of the contract. Failure to notify the BRAA of changes in insurance coverage in a timely fashion shall constitute a material breach of the contract.

The Contractor must submit, prior to commencing work, a current Certificate of Insurance, naming "The Boca Raton Airport Authority" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the BRAA upon expiration.

3.4 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the proposer to perform the services described in this solicitation, as set forth in Section 5 "Minimum Qualifications and Experience."

The BRAA may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Evaluation period.

3.5 RESPONSIBILITY FOR BADGING AND SECURITY

Contractor(s) may be required to access the BRAA Customs and Border Patrol facility or other the secure areas. If such access is required, Contractor, employees, and sub-contractor(s) must meet applicable federal security requirements, including but not limited to, a ten-year employment history and background check, issuance and wearing of security badges. Any fines incurred by the BRAA for violations of any federal security regulations by Contractor, its employees or sub-contractor, will be charged to the Contractor, and promptly paid by the Contractor.

3.6 OTHER FORMS OR DOCUMENTS

If the BRAA is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents. A sample of all forms or documents required by the Proposer in relation to this solicitation must be included in the Proposer's response.

SECTION 4: SCOPE OF WORK

4.1 The Scope of Work under this RFQ consists of providing professional engineering, architectural services, and construction services to design and build a Flight Observation Area ("Project") for the public to view aircraft activity at the Airport, at a Guaranteed Maximum Price (GMP). The Project is to be located on land adjacent to the existing Airport Administration Building. The Design Build firm shall provide all necessary services including, but not limited to engineering, architecture, permitting, landscaping, site investigations, geotechnical, and utilities, necessary for the performance of the Work.

The Work shall be performed in two phases as more specifically described in this Section. Phase 1 shall consist of the completion of the Design Documents, including drawings/plans and accompanying technical specifications, to 60% completion and 90% completion in accordance with the Design Criteria Package attached as Exhibit A. Phase 1 shall also include geotechnical testing, site analysis, and permitting.

Phase 2 shall consist of the completion of the construction of this Project, which shall include the performance of construction services, including landscaping and all cleanup and unforeseen conditions, the provision of Warranty services, and all other services described in the GMP Proposal.

4.2 PRE-CONSTRUCTION SCOPE OF WORK (PHASE 1)

4.2.1 **Introduction**

The Project, as defined and represented within the Design Criteria Package (DCP), shall be designed and permitted in Phase 1. The Design Build Firm shall be responsible for all required site survey and subsurface utility locating services as part of the Pre-Construction Scope of Services.

Building from the DCP, the Design Build Firm shall submit the following Phase 1 design deliverables which shall be comprised of drawings/plans and accompanying technical specifications:

- 60% Design Documents, Guaranteed Maximum Price (GMP) estimate and estimated schedule
- 90% Design Documents, Guaranteed Maximum Price proposal, and schedule
- 100% Design Documents (signed and sealed) and 100% Construction Documents

These design deliverables shall include, but not be limited to, the applicable design services as further described in this Section. In addition, the Design Build Firm shall be responsible for required permitting tasks, including but not limited to, the following:

- Obtaining all applicable City, County, and State permitting with the Agencies Having Jurisdiction (AHJ's) for the site;
- Obtaining all facilities/structures, stormwater, and environmental permits required to construct the Project;
- Assembling materials and participation at the City of Boca Raton Planning Advisory Review and Community Appearance Board if required.

The Project shall comply with the Americans with Disabilities Act (ADA) as it relates to all issues associated with the site, which shall include, but not limited to, parking facilities, sidewalks, access to the structure, and other required facilities.

Additional information regarding the Phase 1 Pre-Construction Scope of Work is outlined below.

4.2.2. Engineering Services (all Disciplines)

The Design Build Firm shall provide engineering services for the Work including, but not limited to, the following:

- Right-of-way or utility easement vacation, conveyance or recordings, if required.
- Any required National Pollutant Discharge Elimination System (NPDES);
- permit from Florida Department of Environmental Protection (FDEP);
- Stormwater drainage design and calculations for permitting with the South Florida Water Management District;
- Traffic studies or analysis needed to secure the necessary permits and approvals.

4.2.3. Geotechnical Testing and Site Analysis

The Design Build Firm shall perform the geotechnical investigation in accordance with ASTM Standards. The Design Build Firm shall provide required geotechnical testing and site analysis services including, but not limited to, the following:

- Maximum two (2) Standard Penetration Test (SPT) borings to a depth of six (6) feet below pavement grade;
- One (1) Borehole Percolation (BHP) test as per SFWMD standards to a depth of nine (9) feet below pavement grade;
- Soil Boring and Percolation Location Plan in AutoCAD format;
- Soil Boring Logs in AutoCAD format denoting boring number, Unified Soil Classification (USC), location of groundwater table depth, number of blows, standard penetration resistance in blows per foot, station and offset, date performed, and depth in feet;
- A final Geotechnical Report.

The Geotechnical Report shall include a summary of findings, USGS Quadrangle Map, USDA/SCS Soil Survey for Palm Beach County, Laboratory results including Water Content %, Percent Finer than No. 200 Sieve, compaction requirements and LBR of subgrade. The Report shall be signed and sealed by a registered Professional Geotechnical Engineer in the State of Florida. The Report will include exhibits and figures to illustrate the geotechnical investigation and findings.

Prior to drilling at the Project site, the Design Build Firm shall contact and coordinate with the local utility companies to request that underground utilities be marked. Upon completion of the field exploration, the Design Build Firm shall perform laboratory testing on selected samples.

4.2.4 Landscape Architecture/Architecture Design Services

Utilizing the DCP, the Design Build Firm shall provide hardscape, landscape and irrigation drawings/plans and technical specifications. The drawings/plans will illustrate the details necessary to construct the proposed flight observation area and associated features and shall be coordinated with the Engineering drawings/plans (all disciplines) for permitting and subsequent construction.

The Design Build Firm shall provide required plans including, but not limited to, the following:

- Hardscape Plan(s) for the Plaza/Platform Features;
- Shade Structure Plans (based on the Owner approved/preferred Shade Structure material Polytetrafluoroethylene (PTFE) and structure materials as described in the Design Criteria Package;
- Site Furnishing Detail Plans (benches and trash receptables) and Amenities (e.g. Anemometer, Windsock, plane silhouettes, others as described in the Design Criteria Package);
- Handrail Details;
- Landscape and Irrigation Plans and Details.

4.2.5 60% Design Documents and Specifications Requirements

Based upon the DCP, the Design Build Firm shall prepare the 60% Design Documents that include at a minimum, but not be limited to, the analysis, calculations, drawings/plans and technical specifications for on-site clearing/demolition, geometry, signage and marking, paving, grading, drainage, site electrical and site power.

Design Build Firm shall submit the 60% Design Documents to the BRAA for review. The Design Build Firm shall be required to attend one in-person Design Review Meeting with the BRAA for a detailed page flip and review of the 60% Design Documents submittal. The Design Build Firm shall also provide for two (2) rounds of revisions to the 60% Design Documents as a result of BRAA review comments.

4.2.6 **90% Design Documents Requirements**

Based on the BRAA approved 60% Design Documents, the Design Build Firm shall prepare the 90% Design Documents that are prepared to a level of completeness required for construction, pricing, and regulatory agencies' permit submittals. The Design Build Firm shall provide, at a minimum, final architecture drawings, landscape architecture drawings, engineering drawings, technical specifications and supporting documents (including stormwater calculations) for site clearing/demolition, geometry, all site features, signage and marking, paving, grading and drainage, site electrical, site power, and erosion control/pollution prevention.

The Design Build Firm shall submit the complete 90% Design Documents and a Guaranteed Maximum Price estimate to the BRAA for review. The Design Build Firm shall be required to attend one in-person Design Review Meeting with the BRAA for a detailed page flip and review of the 90% Design Documents submittal. The Design Build Firm shall also provide for two (2) rounds of revisions to the 90% Design Documents as a result of BRAA review comments. Design Build Firm shall provide the final 90% Design Documents and a Guaranteed Maximum Price proposal in accordance with Section 4.2.7 below.

4.2.7 Guaranteed Maximum Price (GMP) Proposal and GMP Schedule

Upon BRAA's approval of the 90% Design Documents, the Design Build Firm will develop and provide to the BRAA a GMP which will include all construction costs and all other projected costs regarding this Project, and allowances. The Contract Price will be for lump sum not to exceed the GMP. All assumptions made by the Design Build Firm in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions that were made by the Design Build Firm but not included in the GMP proposal. In the event that the GMP exceeds the project construction budget, the BRAA reserves the right to direct the Design Build Firm to work in conjunction with BRAA's Resident Project Representative ("RPR") to redesign the project as necessary. The proposed GMP shall be consistent with the Project construction budget (\$680,000 to \$700,000).

The BRAA has the right to reject any GMP as originally submitted or as adjusted. The Design Build Firm's detailed construction cost estimates and GMP will be reviewed by the Resident Project Representative ("RPR") and BRAA for reasonableness and compatibility with the Project construction budget. Meetings and negotiations with the Design Build Firm will be held to resolve questions and differences that may occur between the Project construction budget and the GMP.

No Construction work shall commence until a GMP for the Project is mutually agreed upon in writing and formally executed by both the Design Build Firm and the BRAA.

The Design Build Firm shall also submit with the GMP a detailed construction schedule for all construction work related to the successful completion of the Project. The schedule shall be consistent with schedules submitted to the BRAA as part of this its Statement of Qualifications, and shall include the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion. The schedule shall incorporate all construction work for the Project.

If the GMP proposal is accepted by the BRAA, it will become an amendment to the Contract which will establish the GMP, contract time, and liquidated damages for the project ("GMP Amendment"). A Public Construction Bond using the BRAA's standard forms shall be provided by the Design Build Firm simultaneously with the executed GMP Amendment.

If the GMP proposal is not accepted by BRAA, and negotiations (if any) are not successful, BRAA shall have the right to terminate the Contract. In the event of termination, the Design Build Firm shall be entitled to full payment for all pre-construction work completed. BRAA shall be entitled to use all of the Design Documents and other documents that were prepared by the Design Build Firm under this Contract.

4.2.8 100% Design Documents and 100% Construction Documents Requirements

The Design Build Firm shall submit the 100% Design Documents (signed and sealed) and 100% Construction Documents that are prepared to a level of completeness required for construction. The 100% Construction Documents shall include all the revisions required as a result of the permitting process through AHJ's.

The Construction Document Set shall include at a minimum, the following plans/drawings with accompanying technical specifications:

- Cover Sheet
- General Notes and Specifications
- Clearing and Demolition Plan

- Geometry, Signage and Marking Plan
- General Site Construction Details
- Paving, Grading and Drainage Plan
- Paving, Grading and Drainage Details
- Electrical Site Lighting Plan
- Electrical Site Power Plan
- Stormwater Pollution Prevention Plan (SWPPP) and Details

The Construction Document Set shall also include the items required under Section 4.2.4 "Landscape Architecture Requirements".

4.3: CONSTRUCTION SCOPE OF WORK (PHASE 2)

The Project shall be constructed in Phase 2. Phase 2 consists of the procurement of all materials and equipment for the Project, performance of construction services, including landscaping and all cleanup and unforeseen conditions, the provision of Warranty services, and all other services described in the GMP Proposal. Contractor shall also supply all the necessary equipment, labor, and materials as per the plans and specifications.

SECTION 5: MINIMUM QUALIFICATIONS AND EXPERIENCE

Each Proposer shall submit the information and documentation requested below that confirms it meets the following qualification requirement(s).

- 5.1 The Proposer must have been in the business of providing the services related to the RFQ for a minimum of 5 years prior to the Due Date and Time. The Proposer shall provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms the Proposer has been in business for a minimum of 5 years prior to the Due Date and Time.
- 5.2 The Proposer must be a Design-Build Firm consisting of a licensed and qualified General Contractor/Building Contractor, a licensed and qualified Architectural Professional, a licensed and qualified Landscape Architecture, and a licensed and qualified Engineering Professional, as defined in Section 287.055(2)(h) *Florida Statutes*. All professionals providing services must hold a Florida State professional license and/or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of consultants in the type of work involved in this contract. The Proposer shall provide proof, in the form of a copy of license(s), that the Proposer holds the required
- 5.3 The Proposer must have been in the business of providing the services related to the RFQ for a minimum of 5 years prior to the Due Date and Time. The Proposer shall provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms the Proposer has been in business for a minimum of 5 years prior to the Due Date and Time.
- 5.3 The Proposer must have no reported conflict of interests in relation to this RFQ. The Proposer shall provide an executed copy of the Proposer's Conflict of Interest Disclosure Form included in this RFQ.
- 5.4 The Proposer must be registered to do business in Florida. The Proposer shall provide proof that it is registered with the State of Florida, Division of Corporations to do business in Florida.
- 5.5 The Proposer shall submit three (3) client references for whom Proposer has provided services similar to those specified in this RFQ in the past ten (10) years and who are agreeable to respond to a request from the BRAA regarding Proposer's experience, including the Proposer's experience with the scope of services described herein. Each client reference should include the following:
 - a. Organization name
 - b. Contact name(s)
 - c. Contact email address
 - d. Address
 - e. Telephone and fax numbers
 - f. Dates of service (start/end)
 - g. Type of work (brief description)
- 5.6 The Proposer must NOT be listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes or the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. Respondent should provide documentation confirming same.
- 5.7 The Proposer must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. No documentation from Respondent is required.

5.8 of Qual	The Proposer shall provide a copy of its business tax receipt to the BRAA as part of its Statement ifications.

SECTION 6: RESPONSE REQUIREMENTS

PART A: PROPOSER PROFILE

In submitting a response to this RFQ (the "Statement of Qualifications"), the Proposer shall be the person or legal entity who will be entering into the contract with the BRAA. Proposer may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Limited Liability, Company, Joint Venture, or Sole Proprietorship). Proposer shall provide the BRAA with the following information:

- 1) The Proposer's legal name(s), headquarters address, local office address, state of incorporation, the name, address, and telephone number of Proposer's registered agent, if applicable, and key firm contact names.
- 2) A complete corporate or entity history of the Proposer, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
- 3) The Proposer's federal ID number.
- 4) Whether the Proposer is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

Proposer must update the information set forth in numbered paragraphs 1 through 4 above, if any of the information changes during the selection process and/or term of the contract, in writing with the BRAA. Failure to update this information during the term of the contract will constitute a material breach of the contract.

PART B: STATEMENT OF QUALIFICATIONS REQUIREMENTS

Failure to provide the information required by Items 1 through 7 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Proposer and its Statement of Qualifications is responsive to the requirements specified herein. The BRAA reserves the right to waive minor technicalities or irregularities when it is in its best interest.

As used in this section, "Proposer" includes the Proposer's principals if Proposer is a joint venture, limited liability company or partnership, and the Proposer's shareholders owning greater than 10% of Proposer's stock if the Proposer is a corporation.

Each Statement of Qualifications shall include the following:

- 1) **Summary of Qualifications**: The Proposer is required to describe how it meets the minimum qualifications and experience described in Section 5 and the specified evaluation criteria as further described in Section 6.A.
- Proposed Work Plan and Project Schedule: The Proposer is required to provide a proposed Work Plan and Project Schedule that demonstrates how the Proposer will meet the Project's target budget and target completion date of December 22, 2023, based on an estimated date of contract award of April 19, 2023. The proposed Work Plan and Project Schedule shall include the sequence of work, key milestones including but not limited to Phase 1 deliverables and reviews, permitting efforts, and construction activities.

- Bankruptcy, Litigation & Contract Dispute Information: The Proposer is required to provide the BRAA with a complete list and description of all lawsuits, litigation, claims, arbitrations, and administrative hearings brought by or against the Proposer, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter is not final.
- 4) **Criminal History Information**: A complete list and description of all criminal proceedings or hearings concerning offenses in which the Proposer, its owners, officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Proposer shall include in this list any criminal proceedings or records that have been sealed by a court.
- Negative Contract Performance Information: A complete list and description of all terminated or rescinded contracts to which Proposer was a party. This list must also include the circumstances under which the contract was terminated or rescinded. In addition to contracts that were terminated or rescinded, the list must include contracts pursuant to which Proposer was assessed liquidated damages or any other contractual monetary penalty as a result of delay or any other reason.
- Debarment History Information. A complete list of all cases of debarment filed, pending, or resolved by any public entity during the last five (5) years prior to the Due Date and Time, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- 7) **Qualification Submittal Signature Page.** The Statement of Qualifications must contain the Qualifications Submittal Signature Page containing the statement of offer that is signed by an official having authorization to contractually bind the company or firm.

SECTION 6A: EVALUATION CRITERIA

The Proposer's Statement of Qualifications must include a section that addresses the specified evaluation criteria, organized as follows:

Section 1: Proposed Work Plan and Project Schedule: 35 points

This section shall describe the Proposer's proposed approach for this Project and a proposed Work Plan and Project Schedule for Phase 1 and Phase 2. The proposed Work Plan and Project Schedule must demonstrate how the Proposer will meet the Project's target budget and target completion date of December 22, 2023. The Project Schedule shall include the sequence of work, key milestones including but not limited to Phase 1 deliverables and reviews, permitting efforts, and construction activities. This section should address all significant design and construction issues, list of any constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

Section 2: Project Experience: 35 points

This section shall describe the Proposer's previous project experience to sufficiently demonstrate that either the Proposer or the Key Personnel assigned to the Project have successfully completed the design and construction of a minimum of three (3) design-build projects within the last ten (10) years of equal or greater size, scope and cost of the Project provided herein. Photographs may be submitted to illustrate each project but must be clearly marked with the project name and date.

For each project, include the project owner, project name, a general description of the completed project, the name of the owner's project manager, and name and telephone number of a contact that would allow verification of satisfactory performance.

Section 3: Cost and Scheduling Control 20 points

This section shall describe the Proposer's cost and schedule control systems that adequately demonstrate the Proposer's ability to track, monitor, and report contract schedule and budget performance to ensure projects are completed on time and within budget. The Proposer shall also provide a written narrative of the Proposer's project management methods to manage projects, recover delays, minimize cost impacts, and monitor and control subcontractor schedules by submitting the following:

Description of primary scheduling system

Samples of Project Status reports,

Samples of Project Cost reports, including the initial Project Cost report proposed for the project, and the final Project Cost report issued on or after Project completion.

Samples of Project Schedule reports, including the initial Project Schedule report proposed for the project, and the final Project Schedule report issued on or after Project completion.

Section 4: General Firm Overview, Key Personnel, and Capabilities: 10 points

The section shall describe the Proposer's overall corporate organization (including subconsultants) and demonstrate that the Proposer has qualified and experience staff and other resources necessary to successfully perform the work required for the Project. The Proposer shall also describe experience in aviation development and construction projects that have been performed in the State of Florida.

This information should also identify the Key Personnel who will be assigned to the Project, and specifically the name of the staff members, or sub-consultants who will be performing the responsibilities of a project manager, superintendent, foreman, laborer, project administration and any other key position for this project. Brief comprehensive resumes should be provided for each staff member or sub-consulted listed.

SECTION 7: THE EVALUATION PROCESS

The BRAA will be responsible for selecting the Contractor(s) from among the Proposals received. It is anticipated, but not required, that the process of evaluation for this RFQ proceed in the following manner:

7.1 REVIEW OF PROPOSALS

The Executive Director will first review each Proposal for responsiveness to the terms and conditions of the RFQ. The Executive Director reserves the right to reject any and all Proposals and to waive any minor irregularities or technicalities. The Executive Director shall have the right to inspect the facilities and organization of any Proposer, to make inquiries, to ask for further information, or to take any other action to determine the best Proposer and Proposal for the performance of the services. The Executive Director shall have the right to extend the date for the receipt of Proposals and all other dates set forth in this RFQ. The Executive Director has the right to increase, decrease and adjust the Proposal Requirements hereunder.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Executive Director affirmatively determines in his or her sole discretion (prior to the award of a contract) has the capability in all respects to fully perform the contract requirements, the integrity and reliability that will assure good faith performance and meets the Minimum Qualification requirements in this solicitation.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by the Qualifications Evaluation Committee, as who will evaluate and rank Proposals on the evaluation criteria set forth in Section 6A. The Qualifications Evaluation Committee will be appointed by the Executive Director and comprised of the Executive Director and appropriate BRAA personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Max. Points	Criteria
35 pts	Proposed Work Plan and Schedule Project
35 pts	Project Experience
20 pts	Cost and Scheduling Control
10 pts	General Firm Overview, Key Personnel, and
	Capabilities

7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, including initial rating and ranking, the Qualifications Evaluation Committee may choose to conduct an oral presentation with the Proposer(s) who the Qualifications Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Qualifications Evaluation Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the

oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.5 FEE PROPOSALS

Upon final selection based on the ranking identified above, the highest ranked Proposer(s) will be notified in writing to submit a Fee Proposal(s) for Phase 1 services in accordance with Section 8.1. Upon receipt of the Fee Proposal, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest ranked Proposer(s) to bring before the Board for approval. If an agreement cannot be reached with the highest ranked Proposer within 30 days of ranking, the Executive Director shall terminate negotiations with that respondent, and commence negotiations with the next-highest ranked Proposer. This process may continue until a contract acceptable to the BRAA has been executed or all Proposals are rejected. No Proposer shall have any rights against the BRAA arising from such negotiations or termination thereof.

7.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Board for approval. All Proposers will be notified in writing when the Executive Director makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Executive Director or the Board, as appropriate, to be in the best interest of the BRAA. Notwithstanding the rights of protest listed in these documents, the Board's decision of whether to make the award and to which Proposer shall be final.

SECTION 8: PRICING INFORMATION

8.1 PHASE 1 COMPENSATION

After the Proposers are ranked, the Executive Director shall request a Fee Proposal for Phase 1 Services from the highest-ranked Proposer(s). The Fee Proposal shall be for a lump sum fixed fee and must include a cost breakdown for the architectural and consultant engineering fees (inclusive of overhead and profit), costs, and reimbursables for each of the deliverables and services described in the Scope of Work for Preconstruction Services (Phase 1).

8.2 PHASE 2 CONTRACT PRICE

As part of the Phase 1 services, the Contractor shall submit a Guaranteed Maximum Price (GMP) proposal for the Contract Price for Phase 2, which shall include all construction costs and all other projected costs regarding this Project. The Contract Price will be for a lump sum fixed price not to exceed the GMP.

SECTION 9: PROPOSAL SUBMITTALS

9.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the BRAA if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Qualification Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Workplace
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Standard FDOT Requirements and Certifications

Form 1: ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES	
PART I:	
List below the dates of issue for each addendum received in connection with this solicitation:	
Addendum #1, Dated	
Addendum #2, Dated	
Addendum #3, Dated	
Addendum #4, Dated	
Addendum #5, Dated	
Addendum #6, Dated	
Addendum #7, Dated	
Addendum #8, Dated	
Addendum #9, Dated	
Addendum #10, Dated	
PART II: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION.	ON
Firm Name	
Signature	
Name and Title (Print or Type)	
Date	

Form 2: QUALIFICATIONS SUBMITTAL SIGNATURE PAGE

By signing this Statement of Qualifications, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the BRAA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:
Street Address:
Mailing Address (if different from Street Address):
Telephone Number(s):
Fax Number(s):
Email Address:
Federal Employer Identification Number:
Prompt Payment Terms:% days' netdays
Signature:
(Signature of authorized agent)
Print Name:
Title:
Date:

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, <u>FOR NOT LESS THAN 90 DAYS</u>, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

Form 3: CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the BRAA.

Furthermore, all Proposers must disclose the name of any BRAA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the BRAA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any BRAA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check	one of the following statements and attach additional documentation if	necessary:	
	To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.		
	The undersigned firm, by attachment to this form, submits informate potential conflict of interest for this Proposal due to other clients, of interests.	•	
Acknowledg	ed by:		
Firm Name			
Signature			
Name and Ti	tle (Print or Type)		

Date

Form 4: NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:		
Firm Name		
Signature		
Name and Title (Print or Type)		
 Date	 	

Form 5: DRUG-FREE WORKPLACE

(Company Name)	_ is a drug-free	workplace an	d has a substance
abuse policy equal to or more stringent than the drug-free	workplace and s	ubstance abuse	policy maintained
by the BRAA (attached to this RFQ as Exhibit "B").			
Acknowledged by:			
Firm Name			
Signature			
Name and Title (Print or Type)			
Date			

Form 6: NON-COLLUSION AFFIDAVIT

	E OF TY OF
Before	me, the undersigned authority, personally appeared, who,
	ring by me first duly sworn, deposes and says of his/her personal knowledge that:
a.	He/She is of, the Proposer that has submitted a Proposal to perform work for the following:
	RFQ No.:Title:
b.	He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.
c.	Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the BRAA or any person interested in the proposed contract.
d.	The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
Signatu	ure
notariza	bed and sworn to (or affirmed) before me by means of physical presence or online ation this day of 20,
by	, who is personally known to me or who has produced as identification.
SEAL	Notary Signature:

Form 7: TRUTH - IN - NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name:	 	
Title:		
Date:		
24.0		
Signature:		

Form 8: STANDARD FDOT REQUIREMENTS AND CERTIFICATIONS

These Standard Florida Department of Transportation (FDOT) Requirements and Certifications are required to be submitted as a part of the Proposers offer to the BRAA, and becomes a part of the Contract Documents. By submitting an executed copy of these Standard FDOT Requirements and Certifications with its bid submittal in response to BIDDER, successful BIDDER and CONTRACTOR acknowledges, agrees and certifies the following:

Unless otherwise provided herein, CONTRACTOR shall insert the requirements and certifications contained herein into each subcontract, and further require that the clauses be included in all subsequent subcontracts, purchase order and/or rental agreement; notwithstanding the foregoing, CONTRACTOR is responsible for compliance with these requirements and certifications by any subcontractor, lower-tier subcontractor or service provider.

DEFINITIONS

The "Agency" means Boca Raton Airport Authority

"Department" or "FDOT" means the Florida Department of Transportation.

"Vendor" means "Successful Bidder" or "Contractor".

PUBLIC ACCESS TO RECORDS

The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes (public records), and made or received by the Vendor in conjunction with any contract and/or agreement with the Agency. Specifically, as it relates to this Contract, the Vendor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services provided by the Vendor.
- 2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon the termination of the contract and destroy any duplicate
- 5. public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Department. The Vendor shall promptly provide the Department

with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

AUDITS AND INSPECTIONS

Vendors shall permit the Departments authorized representative to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Project. The DBE requirements of applicable federal and state laws and regulations apply to this contract.

DBE Obligation: The Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract. In this regard, the Vendor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract. The contractor and their subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of any work resulting from this Invitation to Bid, the Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Vendor shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the contractor shall post in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the non-discrimination clause.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Vendor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto.

TITLE VIII - CIVIL RIGHTS ACT OF 1968

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

PROHIBITED INTERESTS

In connection with this Invitation to Bid or any property included or planned to be included in the Project related to this Invitation to Bid, the Vendor certifies that neither it nor any officer director or employee of the Vendor, nor any business entity of which an officer, director or employee of the Vendor or any of the Vendors's officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

The provisions of this subsection shall not be applicable to any agreement between the Vendor and its fiscal depositories, any agreement for utility services, the rates for which are fixed or controlled by the government, or any agreement between the Vendor and an agency of state government.

INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR LEGISLATURE

The Vendor shall not permit a member or delegate to the Congress of the United States, or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

ENVIRONMENTAL REGULATIONS

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

DEPARTMENT NOT OBLIGATED TO THIRD PARTIES

The Department shall not be obligated or liable hereunder to any party other than the Agency in regards to this Project.

WHEN RIGHTS AND REMEDIES NOT WAIVED

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

SEVERABILITY

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

AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

RESTRICTIONS ON LOBBYING

Federal Restrictions On Lobbying: The Vendor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Vendor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

and other remedies the federal government may deem appropriate. The penalties could include loss of the award and suspension or debarment as an institution from further federal funding.

State Restrictions On Lobbying: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

During the performance of this Agreement, the Vendor agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Vendor shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Department funded Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Vendor and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E-VERIFY

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

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

INSPECTOR GENERAL COOPERATION

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

COPYRIGHT RESTRICTIONS

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

CONTRACTOR RESPONSIBILITIES

Contractor and all subcontractors shall insert these Required Provisions for FDOT funded Contracts in each lower tier contract (e.g. subcontract or sub-agreement) for this Project.

Contractor shall incorporate all applicable requirements of these Required Provisions for FDOT funded Contracts by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services for this Project.

Contractor shall be responsible for his/her compliance with these Required Provisions for FDOT funded Contracts, and for compliance by his/her subcontractors, lower-tier subcontractors or service providers.

The foregoing Standar	rd FDOT Requirements and Certi	fications is hereby acknowle	dged, agreed to,
and certified and attes	ted on behalf of Proposer by:		on
this	day of	, 2023.	
STATE OF)		
COUNTY OF)		
The foregoing instrum	nent was acknowledged before me	e by means of physical pr	esence or online
notarization, this	day of	, 24	023 on behalf of

[SEAL]

_____ as identification and did () did not () take an oath.

He/she is personally known to me or has produced

SECTION 10: SAMPLE CONTRACT AND PROJECT FORMS

SAMPLE CONTRACT

THIS IS A CONTRACT, by	and between the Boca Raton Airport Authority (the "BRAA")
an independent special district of t	the State of Florida created and authorized pursuant to Ch
2004-468, Laws of Florida, and	(the "CONTRACTOR"), fo
services in connection with	, effective this day o
2023	

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. Board: The Board of Members of the Boca Raton Airport Authority, its successors and assigns.
- 1.4. BRAA: The Boca Raton Airport Authority, an independent special district of the State of Florida created and authorized pursuant to Ch. 2004-468, Laws of Florida. In all respects hereunder, BRAA's performance is pursuant to BRAA's position as the owner of a construction project. In the event BRAA exercises its regulatory 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.

01869803-1 CD - 1 - of 57

- 1.8. Contract Administrator: The Executive Director of the BRAA or his or her designee.
- 1.9. Contract Documents: The official documents setting forth proposal information, requirements, and contractual obligations for the Project which includes Article 1 through 8 of this Contract, the Contract Supplement, Contract General Conditions, Standard FDOT Requirements and Certifications (Form FDOT001), the Request for Qualifications, General Terms and Conditions, Special Terms and Conditions, Addenda, Project Overview, Scope of Work, Plans, Drawings, Exhibits, Technical Specifications, Proposer 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.
- 1.10. Contract Price: The amount that BRAA has agreed to pay Contractor for performance and completion the Project. The Contract Price shall be divided into the Phase 1 Contract Price and the Phase 2 Contract Price.
- 1.11. 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.
- 1.12. Contract Supplement: That part or section of the Contract Documents addressing the FAA grant requirements, the Disadvantaged Business Enterprise program requirements, and the FDOT grant requirements.
- 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.

01869803-1 CD - 2 - of 57

- 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. Phase 1: The Project pre-construction period in which the CONTRACTOR shall perform the services of design, pricing, and other services based on the Project Scope of Work for Phase 1.
- 1.21. Phase 2: The Project construction period in which the CONTRACTOR shall perform the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the provision of Warranty services, and all other services described in the Guaranteed Maximum Price Proposal.
- 1.22. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.23. Project: The progressive design-build project described in the Contract Documents, including the Work described therein.
- 1.24. Project Construction Period: The Phase 2 period commencing with the issuance of the Construction Notice to Proceed and ending with the issuance of the Certificate of Substantial Completion.
- 1.25. Project Close Out Period: The period commencing with the issuance of the Certificate of Substantial Completion and ending on the Date of Final Completion.
- 1.26. Proposer: Any individual, firm, or corporation submitting a proposal for this Project, acting directly or through a duly authorized representative.
- 1.27. 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.
- 1.28. 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.
- 1.29. 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

01869803-1 CD - 3 - of 57

- 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.
- 1.30. Work: The Phase 1 pre-construction services and Phase 2 construction 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 complete the design and construction the Project, which includes the furnishing 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. The Project shall be divided into two phases. Phase 1 shall consist of the Pre-Construction Period in which the CONTRACTOR shall deliver 100% Design Documents, 100% Construction Documents, a Construction Schedule, and Guaranteed Maximum Price ("GMP") Proposal. Phase 2 shall consist of the Construction Period in which the CONTRACTOR shall obtain necessary permits, procure the required equipment and materials for the Project, perform construction of the Project, and provide necessary warranty services.

ARTICLE 3 CONTRACT TIME

- 3.1. CONTRACTOR shall adhere to the schedule for Phase 1 services provided as part of the Statement of Qualifications submitted in response to this RFQ, as accepted by BRAA, attached as Attachment A. CONTRACTOR shall be instructed to commence the Work on Phase 1 by written instruction in the form of a Pre-Construction Notice to Proceed issued by the Contract Administrator. The Pre-Construction 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.
- 3.2 CONTRACTOR shall be instructed to commence the Work on Phase 2 by written instruction in the form of a Construction Notice to Proceed issued by the Contract Administrator. The Construction Notice to Proceed will not be issued until the Guaranteed Maximum Price Proposal has been accepted by BRAA and the services for Phase 1 have been completed. Phase 2 preliminary work including the ordering of all materials and supplies necessary for performance of Work shall be commenced within ten (10) calendar days after the date of the Construction Notice to Proceed. The Work to be performed pursuant to the Construction Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the Phase 2 Construction Notice to Proceed.
- 3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work on or before December 22, 2023, as specified in the Request for Qualifications. Contractor must obtain Final Completion within 30 calendar days from the date of Substantial Completion.

01869803-1 CD - 4 - of 57

failure of CONTRACTOR to obtain Substantial Completion of the Work within the deadline specified in Section 3.2, plus approved time extensions, CONTRACTOR shall pay to BRAA the sum of 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 and Fifty Dollars (\$250) 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 5 of this Contract.

ARTICLE 4 CONTRACT PRICE

- 4.1 BRAA shall pay CONTRACTOR for Phase 1 Pre-Construction services performed in accordance with the Phase 1 Price Proposal approved by the BRAA, attached as Attachment B.
- 4.2 BRAA shall pay CONTRACTOR for Phase 2 Construction services performed in accordance with the Guaranteed Maximum Price (GMP) proposal approved by the BRAA, attached as Attachment C.

ARTICLE 5 METHOD OF BILLING AND PAYMENT

Except as otherwise provided for in the Phase 1 Price Proposal or the Guaranteed Maximum Price (GMP) Proposal, the following payment terms shall apply.

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

01869803-1 CD - 5 - of 57

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 r	name and	<u>d address</u>	<u>of indivi</u>	idual to	<u>receive</u>	the App	<u>lication</u>	<u>for Paym</u>	<u>nent</u>)
_									
-									
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- 5.2. Pencil copy progress payment reviews to confirm completed or partially completed portions of work are required with the Engineer of Record ("EOR") prior to submittal for DBE compliance review. Upon quantifying work performed for a given 30-day pay period. the CONTRACTOR shall formally submit for review (stamped "day and time received"), 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 as specified 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

01869803-1 CD - 6 - of 57

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. Five (5%) of all monies earned by CONTRACTOR shall be retained by BRAA until Final Completion and acceptance by BRAA in accordance with Article 5 hereof. 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.

5.8 Notwithstanding any other provision in the Contract Documents to the contrary, the BRAA may authorize advance payments for startup or procurement costs if, in the sole discretion of the EXECUTIVE DIRECTOR, the goods and/or services required are essential for the timely commencement or completion of the Work and are available only if advance payment is made. Requests for advance payments must include properly certified invoices

01869803-1 CD - 7 - of 57

for the goods or service sought to be acquired. The amount of the invoice submitted shall not exceed \$_____ or _____% of the total Contract sum. The BRAA reserves the right to request repayment of any or all part of the advance payment at any time and withhold further payments until repayment is made. On completion or termination of the contract, the BRAA shall deduct from the amount due to the selected Proposer all advance payments not repaid plus interest. The EXECUTIVE DIRECTOR shall determine, in his or her sole discretion whether Advance payments will be subject to the retainage requirements of this Article.

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 asbuilt 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 CONTRACT DOCUMENTS AND PRIORITY OF PROVISIONS

7.1. The Contract includes various sections, articles, and conditions as described in Section 1.10 "Contract Documents" that are essential part for the Work to be provided by the CONTRACTOR. A requirement occurring in one part of the Contract Documents is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Work. 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

01869803-1 CD - 8 - of 57

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 the Contract Documents, the following precedence will be given:

- 7.1.1. Change orders and written amendments to the Contract.
- 7.1.2. Addenda (as listed on Acknowledgement of Addenda)
- 7.1.3. Article 1 through 8 of the Contract
- 7.1.4. Contract General Conditions
- 7.1.5. Request for Qualifications (RFQ)
- 7.1.6. RFQ General Terms and Conditions
- 7.1.7 RFQ Special Terms and Conditions
- 7.1.8. Scope of Work
- 7.1.9. Plans
- 7.1.10. Drawings
- 7.1.11. Exhibits
- 7.1.12. Technical Specifications
- 7.1.13. Bid Forms
- 7.1.14. Record of Award by the Board
- 7.1.15. Bonds
- 7.1.16. Notice of Award
- 7.1.17. Notices(s) to Proceed
- 7.1.18. Representations and Certifications
- 7.1.19. Certificates
- 7.1.20. Project Forms
- 7.1.21. Closeout Forms
- 7.1.22. Purchase Order(s)
- 7.1.23 Field Instruction(s) and Field Bulletin(s)
- 7.2 Notwithstanding anything to the contrary in Section 7.1, the FAA grant project requirements (as applicable), the DBE requirements (as applicable), and the FDOT grant project requirements (as applicable) as set forth in the Contract Supplement shall

supersede all other provisions contained in the Contract Documents. Where there is a conflict between any requirement as set forth in the Contract Supplement and a more stringent state or federal requirement which is applicable to this Project, the more stringent state or federal requirement shall prevail.

ARTICLE 8 MISCELLANEOUS

- 8.1. 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.
- 8.2. 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 CONTRACTOR.
- 8.3. 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.
- 8.4. <u>Notices.</u> 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.

01869803-1 CD - 10 - of 57

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:

Janice Rustin, Esq. Lewis, Longman, & Walker, PA 360 South Rosemary Avenue, Ste 1100 West Palm Beach, Florida 33301

For CONTRACTOR:						

- 8.5. <u>Assignment and Subcontracting.</u> 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.
- 8.6. 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. With the exception of Design Professionals, 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. Design Professionals shall perform their services in accordance with the Standard of Care ordinarily provided by professionals in the Design Professional's area of practice in the community and practicing under similar circumstances. 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

01869803-1 CD - 11 - of 57

- and use its best skill, efforts, and judgment to further the interests of the BRAA in performing the work.
- 8.7. <u>Materiality</u>. 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.
- 8.8. 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.
- 8.9. <u>Severability</u>. 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.
- Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and 8.10. 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.
- 8.11. 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.
- 8.12. <u>Amendments.</u> 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.

- 8.13. 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.
- 8.14. <u>Truth-in-Negotiation Representation.</u> 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.
- 8.15. <u>Additional Security Requirements</u>. CONTRACTOR certifies and represents that it will comply with Airport Security Requirements as required by Federal law.
- 8.16. 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.)

01869803-1 CD - 13 - of 57

Raton Airport BRAA, through its Board of Me Chair, authorized to execute same by Resolutional day of, 2023and	have made and executed this Agreement: Boca mbers, signing by and through its Chair or Viceon Noadopted on the CONTRACTOR, signing by and through its
duly a	authorized to execute same.
	<u>BRAA</u>
ATTEST:	Boca Raton Airport Authority, by and through its Board of Members
	Name:
	Executed on, 20
Approved as to form:	
Approved as to form.	
Name:	
Airport Legal Counsel Lewis, Longman, & Walker PA 360 S. Rosemary Avenue, Suite 1100 West Palm Beach, Florida 33401	

01869803-1 CD - 14 - of 57

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:	(Name of Corporation)
Secretary	By President/Vice-President
(Print/Type Name)	(Type/Type Name and Title)
(Corporate Seal)	day of, 20
[If not incorporated sign below.]	

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

01869803-1 CD - 15 - of 57

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. 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. Federal Forms (Form FED001) 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 49 CFR 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

01869803-1 CD - 16 - of 57

may occur only for good cause following written approval of the BRAA. This clause applies to both DBE and non-DBE subcontracts.

Α.	By virtue of	the fa	act that the	funding of	this Project	will be	delivered ir	n full or in	part from
	the governr	nent o	f the State	of Florida	through the	Florida	Departmer	nt of Tran	sportation
	referred	to	as _						_ No

- B. Clauses, terms, or conditions required by FDOT (Form FDOT001) 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:
 - 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.

01869803-1 CD - 17 - of 57

CONTRACT 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 followed 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

Intentionally omitted.

01869803-1 CD - 18 - of 57

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

Prior to issuance of the Phase 2 Construction Notice to Proceed, 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.

01869803-1 CD - 19 - of 57

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:

			Policy-	Financiai
			holder's	Size
Amount of Bond	t		<u>Ratings</u>	<u>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	Α	Class III
\$5,000,001	to	\$10,000,000	Α	Class IV
\$10,000,001	to	\$25,000,000	Α	Class V
\$25,000,001	to	\$50,000,000	Α	Class VI
\$50,000,001	or	more	Α	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

Except for Design Professionals, CONTRACTOR shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. 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.

Design Professionals shall indemnify and hold harmless the BRAA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design Professional and other persons employed or utilized by the Design Professional in the performance of the contract.

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

01869803-1 CD - 20 - of 57

amended, which can be found at http://www.bocaairport.com/general/page/documents and is a part of the Contract Documents.

- 7.1.1. CONTRACTOR shall maintain Commercial General Liability Insurance in an amount greater than or equal to \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- 7.1.2. The Contractor shall provide Umbrella/Excess Liability insurance in an amount greater than or equal to \$5,000,000.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.
- 7.3. The policy(ies) must be endorsed to provide BRAA with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after City issues a Notice of intent to award 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.

01869803-1 CD - 21 - of 57

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.

01869803-1 CD - 22 - of 57

- Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.
- 11.3 The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the BRAA is a public employer that is subject to the Everify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Article 15 "BRAA's Right To Terminate Contract," if the BRAA has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the BRAA shall terminate this Contract. If the BRAA has a good faith belief that a subcontractor performing work under this Contract has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the BRAA shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate its contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on CONTRACTOR's failure to comply with Everify requirements referenced herein.

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

01869803-1 CD - 23 - of 57

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.

01869803-1 CD - 24 - of 57

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 FOR PHASE 2 CONSTRUCTION

- 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

01869803-1 CD - 25 - of 57

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 of issuance of the Phase 1 Notice to Proceed of the Phase 2 Notice to Proceed (as appropriate), 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

01869803-1 CD - 26 - of 57

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

01869803-1 CD - 27 - of 57

- 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 OR BY EMAIL AT AirportAuthority@bocaairport.com
- 17.1.6. The failure of CONTRACTOR to comply with the provisions set forth in this Section 17.1 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

01869803-1 CD - 29 - of 57

- 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

01869803-1 CD - 30 - of 57

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.

01869803-1 CD - 31 - of 57

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

01869803-1 CD - 32 - of 57

- 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 CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the BRAA, nor is the CONTRACTOR 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.

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

01869803-1 CD - 33 - of 57

- 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

01869803-1 CD - 34 - of 57

- 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.

01869803-1 CD - 35 - of 57

- 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.

01869803-1 CD - 36 - of 57

- 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.

01869803-1 CD - 37 - of 57

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

01869803-1 CD - 38 - of 57

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.

01869803-1 CD - 39 - of 57

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

01869803-1 CD - 42 - of 57

- 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 CONTRACTOR'S RFI shall be a stand-alone separately formatted document with a detailed description of the question and include specific drawing sheet references, specification section references, and shall be dated and signed by the CONTRACTOR and addressed to CONSULTANT. The CONTRACTOR'S RFI submittal shall include a separate section for a written response by

01869803-1 CD - 43 - of 57

the Design Professional. Each CONTRACTOR RFI shall be submitted to the CONSULTANT who shall forward the RFI to the Design Professional. Each CONTRACTOR RFI 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

Except as otherwise provided in the Phase 1 Price Proposal or the Guaranteed Maximum Price (GMP) Proposal, the following provisions shall apply to 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.

01869803-1 CD - 44 - of 57

ARTICLE 39 VALUE OF CHANGES IN WORK

Unless otherwise provided in the Phase 1 Price Proposal or the Guaranteed Maximum Price (GMP) Proposal, the following provisions shall apply to 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

01869803-1 CD - 45 - of 57

- 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 preapproved 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,

01869803-1 CD - 46 - of 57

architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, 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

01869803-1 CD - 47 - of 57

- 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.

01869803-1 CD - 48 - of 57

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

01869803-1 CD - 49 - of 57

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.

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. 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

01869803-1 CD - 50 - of 57

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 date of the Construction 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.

01869803-1 CD - 51 - of 57

- 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:

01869803-1 CD - 52 - of 57

- 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.

01869803-1 CD - 53 - of 57

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, as outlined in the CONTRACTOR'S Hurricane Preparation Plan, reviewed and approved by the Owner, 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

01869803-1 CD - 54 - of 57

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.

01869803-1 CD - 55 - of 57

- 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)

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

Martin Luther King Day January 18, 2021 Presidents Day February 15, 2021 May 31, 2021 Memorial Day Independence Day July 4, 2021

Labor Day September 6, 2021 Veterans Day November 11, 2021 Thanksgiving Holiday November 25-26, 2021 Christmas Eve December 24, 2021 Christmas Dav December 25, 2021 New Year's Day January 1, 2022

ARTICLE 56 FORCE MAJEURE

- 56.1. Notwithstanding any other provision in the Contract Documents to the contrary, 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 CONTRACTOR 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.

01869803-1 CD - 57 - of 57

PROJECT FORMS

O1886671-2 Project name: PF -Page 1 of 11 Project Forms

Date:

PAYMENT BOND (Form PF001)

By this	s Bond, We	, as Principal ("COI	NTRACTOR"):
	Business Address:		
	Phone:		<u></u>
And _		, as Surety:	
	Business Address:		
	Phone:		
Florida	a Statutes, are bound to	mber, and pursuant to the BOCA RATON AIRPORT AUTHORITY ("BF	RAA"), as Obligee,
		ent whereof CONTRACTOR and Surety bind them accessors and assigns, jointly and severally.	selves, their heirs,
Contra	act, Bid/Contract No.:	has by written agreement dated, with BRAA for cor	nstruction of
		loca, which Contract Documents are by reference in	corporated herein,
and fo	r the purposes of this B	sond are hereafter referred to as the "CONTRACT	,

The CONDITION OF THIS BOND is that if CONTRACTOR:

- Performs the CONTRACT between CONTRACTOR and BRAA, in the time and manner prescribed in the CONTRACT; and
- 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

o1886671-2 Project name: PF -Page 2 of 11 Project Forms

Date:

- 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)	(Signature and Title)
(. ima iypo itamo)	
(Corporate Seal)	(Type Name and Title Above)
	SURETY:
IN THE PRESENCE OF:	
	Agent and Attorney-in-Fact
Signature	
(Print Name)	(Print/Type Name)
	
Signature	Address
(Print Name)	City/State/Zip Code

Project name:
Project Forms

01886671-2

PF -Page 3 of 11

PERFORMANCE BOND (Form PF002)

BY THIS BOND, We, as Principal ("CONTRACTOR"), a	and
, as Surety, under the assigned Bo	ond
, as Surety, under the assigned Bounder, 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, executor	
administrators, successors and assigns, jointly and severally.	
WHEREAS, CONTRACTOR has by written agreement dated entered int	
Contract, Bid/Contract No.:, with BRAA, which Contract	ract
Documents are by reference incorporated herein and made a part hereof, and specifically included	ude
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:	
4. Destance the CONTRACT between CONTRACTOR and DRAA for exacting the	
Performs the CONTRACT between CONTRACTOR and BRAA for construction of in the stime and in the stime and	
, in the time and	
manner prescribed in the CONTRACT; and	
2. 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	
CONTRACTOR under the CONTRACT, and	
3. Performs the guaranties of all work and materials furnished under the CONTRACT for	r
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:

- a. Complete the Project in accordance with the terms and conditions of the Contract Documents.
- b. 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.

Project name: Project Forms

Date:

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:	
	(Name of Corporation)
Secretary	
(Drint/Time Neme)	(Signature and Title)
(Print/Type Name)	
(Corporate Seal)	(Type Name and Title Above)
	SURETY:
IN THE PRESENCE OF:	
	Agent and Attorney-in-Fact
Signature	
(Print Name)	(Print/Type Name)
Cianatura	Address
Signature	
(Print Name)	City/State/Zip Code

CERTIFICATE AS TO CORPORATE PRINCIPAL (Form PF003)

I,	ond(s) on w his/her
(Seal) as Se	cretary of
(Name of Corporation)	
(SEAL)	
STATE OF FLORIDA) (COUNTY OF) (COUNTY OF)	
The foregoing instrument was acknowledged before me by means of physical or online notarization, this day of , 20 on be by its	presence half of
He/she is personally known to me or has as identification and who being by me first d	produced
upon oath says that he/she has been authorized to execute the foregoing Perform Payment Bonds (Performance Bond and Payment Bond) on behalf of CONTRACTO therein in favor of the BOCA RATON AIRPORT AUTHORITY.	ance and
Subscribed and sworn to before me this day of, 20_	
My commission expires: Notary Public, State of Florida at La	arge
Bonded by	

Date:

CONSTRUCTION CHANGE PROPOSAL (Form PF004)

Number: From: Date:			
The following modification to the contract has been identified. Pursuant to Article 39 of the General Conditions, please provide a proposal that includes an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. 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: □	Project:	Number:	
New North Description: Date Quotation Required:	T_{α} .		
The following modification to the contract has been identified. Pursuant to Article 39 of the General Conditions, please provide a proposal that includes an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. 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:	Re:	Date:	
The following modification to the contract has been identified. Pursuant to Article 39 of the General Conditions, please provide a proposal that includes an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. 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:			
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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: □	Conditions, please provide a proposal that i costs, including labor, materials, rentals, ap	ncludes an itemized breakdown proved services, overhead, and	n of contractor and subcontractor
2. Reason(s) for Modification: Owner Unforeseen Conditions (site, weather, etc.) Other 3. Approval of Request: Owner: Date:	To be completed by Initiator of Request:	:	
3. Approval of Request: Owner: Date:	1. Scope of Work: (include list of attachme	ents)	
Owner: Date:	2. Reason(s) for Modification: ☐ Owner	☐ Unforeseen Conditions (s	site, weather, etc.)
	3. Approval of Request:		
Engineer: Date:	Owner:		Date:
Date.	Engineer:		Date·
			Duic.

CONSTRUCTION CHANGE PROPOSAL Cont. (Project Form PF004)

To be completed by Contractor:						
4. Total cost of modification (attach detailed breakdown) 5. Will a modification to the contract time be required?		\$				
		☐ Yes		\square 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.

(Project Form PF004)
Complete and attach Proposal Worksheet Detail for each element of Work. Enter Worksheet Information below. *Labor shall be broken down by classification

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Item	Sheet	Description		Material		
			Unit Qty	Unit Price	Subtotal	
			Subtotal M	aterial		
			Subtotul IVI	*Labor		
		List Manhours by Class	Hours	Rate	Subtotal	
			Subtotal La	hor		
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DUC	CTIONS:					
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				*Labor		
		List Manhours by Class	Hours	Rate	Subtotal	
			Subtotal La	bor		
		Subto		· ·		
			Sul	ocontractor's Net:		
			Subco	ntractor's OH&P:		
			Subc	ontractor's Bond:		
			Subo	contractor's Total:	\$	
				ntractor's OH&P:		
			C	ontractor's Bond:		
				Insurance:		
				Tax:		
			V	Vorksheet Total:	\$	

PF -Page 9 of **11** Project name: 01886671-2 Project Forms

CERTIFICATE OF SUBSTANTIAL COMPLETION (Form PF005)

of this document the Boca Raton Airport Authority (BRAA) has been notified by the Consultant and Contract Administrator that the following conditions have been met by the Contractor.
Issuance of Project Substantial Completion, this day,, per the conditions stipulated herein, and certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, that the work is at a level of completion and 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 (CO) or other alternate authorization for conditional occupancy has been issued. The issuance of a Certificate of Occupancy or the date thereof, in itself, is not to be determinative of the achievement or date of Substantial Completion.
Having received the Certificate of Occupancy, the Consultant and the Contract Administrator have inspected the work, and determined that the work is substantially complete, and that all systems have been tested and accepted.
The Consultant and the Contract Administrator have prepared a list of all work (provided) yet to be completed by Contractor to satisfy the requirements of the Contract Documents for Final Completion to make the work satisfactory and acceptable. 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.
As of this date,, the BRAA assumes responsibilities from the Contractor for security, maintenance, and utilities for the facility. The Contractor will maintain all insurances and responsibilities for damage to the work, pending issuance from the Contract Administrator of the Notice of project FINAL Completion.
Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.
As of the date of issuance of Substantial Completion, a 30-day period will be initiated for FINAL Completion. FINAL Completion shall be achieved by the Contractor per the terms and conditions stipulated in the Contract Documents. FINAL Completion as of the issuance date of Substantial Completion herein will be
Boca Raton Airport Authority Contract Administrator
Date:

O1886671-2 Project name: PF -Page 10 of 11
Project Forms

Boca Raton Airport Date:

REQUEST FOR INFORMATION/CLARIFICATION (FORM PF006)

Project:	Number:
To:	From:
RE:	Date:
Description:	
Applicable Specifications:	
Applicable Shop Drawings:	
Provided below is project specific informat be provided as clarification or directive to p	ion and a formal request for additional information to roceed under the specified condition.
□ RFI/Clarification□ Field Directive□ Other	
Contractor Request for Information/Clarification	ation:
Engineer Clarification/Directive:	
Airport Authority Representative	
Signed:	Date:
Contractor Representative	
Signed:	Date:

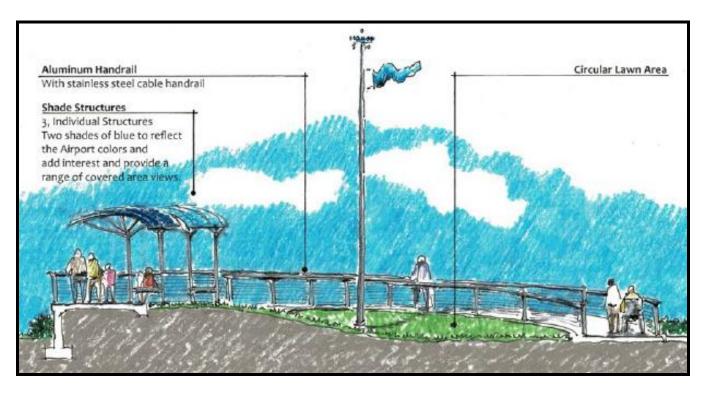
Project name: Project Forms

Date:

O1886671-2 Project name: PF -Page 12 of 11
Project Forms

Boca Raton Airport Date:

Exhibit A: DESIGN CRITERIA PACKAGE For Boca Raton Airport Flight Observation Area Palm Beach County







Prepared by: Miller Legg & Hauber Design Associates November 2022

Table of Contents

1.0	Introduction	1
2.0	Scope of Work	1
3.0	General Design Parameters	3
3.01	Hardscape Design Criteria	3
3.02	Site Electrical Design Criteria	5
3.03	Signage Design Criteria	6
3.04	Landscape Design Criteria	6
3.05	Irrigation Design Criteria	7
3.06	Site Civil Design Criteria	7
4.0	Design Feature Summary Attachment	Α
4.1	30% Design Documents	В
4.2	Boca Raton Airport Flight Observation Area Meeting MemorandumAttachment	С

DESIGN CRITERIA

1.0 Introduction

The Boca Raton Airport is a state-owned public-use airport and general aviation transport facility located approximately two miles northwest of Boca Raton, Palm Beach County, Florida. The airport is immediately adjacent to Florida Atlantic University and to Interstate 95.

The purpose of this Design Criteria is to establish required standards and objectives that will ensure the proposed Flight Observation Area (the "Project") is designed, built and delivered with the level of quality the Owner desires while also allowing the Design Builder (D/B) to design and construct meeting jurisdictional requirements in the most cost-effective way.

Included in the Project Design Criteria section are conceptual diagrams for the proposed scope of work. They illustrate concepts that can be utilized as a reference for developing the design and construction plans.

The objective is for the development of the site is to create a new Flight Observation Area that will provide the public with a safe, comfortable, and enjoyable environment to experience the airport's aviation activities. It is imperative that the existing facilities maintain operations during the construction of this project.

2.0 Scope of Work

The Boca Raton Airport Authority (BRAA or "Owner") is requesting concept refinement, design development and construction of a flight observation area for the public to view aircraft activity at the airport. The facility is to be located on land near the existing Airport Administration Building.

A professional Architect and Engineer registered in the State of Florida shall direct all architectural and engineering services. Design documents shall be signed and sealed by a Florida Registered Architect, Florida Registered Landscape Architect and Florida Registered Engineers as required by state statutes.

The proposer shall satisfy himself/herself by personal investigation and by such other means as he/she may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, drawings, specifications, or other sources of information included in the Design Criteria Package shall relieve the proposer from any risk or from fulfilling all terms of the Agreement.

Construction Documents including Drawings and Specifications shall be prepared in accordance with the latest version of the Florida Building Code (FBC).

The Design Builder shall provide a Preliminary Schedule with the Proposal to illustrate all Contract Milestones. The D/B shall develop its required Contract schedules for review and approval by the Owner based on and consistent with such Preliminary Schedule. Schedules must be in sufficient detail to demonstrate adequate planning of the Work. Schedules must represent a practical plan to perform and complete the Work.

The Design Builder shall provide project record drawings in both electronic and hard copies, as well as:

- Evidence of compliance with requirements of governing authorities and construction documents.
- Warranties and Bonds.
- Spare parts and maintenance materials.
- Evidence of payment and releases of liens.
- Operation and Maintenance Data:
 - Submit literature bound in durable 3 ring binders with tabs and index clearly identifying and marking standard manufacturer's information.
 - Provide manuals for: maintenance instructions, emergency operations, cleaning, inspection, shut down procedures detailed instructions, corrective maintenance, replacement part lists and warranties.

3.0 General Design Parameters:

The D/B may alter other project elements in order to improve overall project performance provided operations objectives are not impaired and negative cost/benefit factors are not incurred. The Owner must approve those alterations. The following articles provide guidance of the development of the D/B design.

3.01 Hardscape Design Criteria:

Flight Observation Structure

The Flight Observation Area structure is designed as a circular feature that reflects the design of the existing airport buildings and facilities. A walk brings visitors from the parking area to an Arrival Plaza. Information signage at the Arrival Plaza informs visitors about the Facility and is the introduction to the circular structure. Each side of the circular structure is a series of ramps to make the viewing platform accessible to all without the need for stairs. The inside of the ramps must not exceed the maximum slope allowed for an accessible ramp as illustrated on the Design Feature Summary (see Attachment 'A'). The Flight Observation Structure is to be a circular feature so when viewed from an aircraft it would be a perfect circle. The sides are not to be oblong, straight, or irregular.

The viewing area of the structure is covered with a tensile structure. The structure shall be made of PTFE Membrane as illustrated in Attachment 'A' and noted in Attachment C. The covered area will include seating, lighting, and trash receptacles also conceptually illustrated on the Design Feature Summary in Attachment 'A'.

The viewing area is to be at a minimum of 4' above existing grade for viewing over the existing airport fence. The proposed retaining wall is proposed with a smooth finish concrete to match existing Airport Buildings and finishes.

Handrails will be required for the structure and are envisioned to be aluminum with stainless steel cables.

The center of the circular feature would be a sloped lawn with an anemometer and windsock feature also illustrated and designed in the Design Feature Summary.

While aesthetically pleasing as proposed, the intent is for the structure to also be durable and low maintenance. The tensile structure must remain up during high wind events and must be easy to clean and constructed of durable, non-corrosive materials. All hardware must be stainless steel. No galvanized steel hardware is to be used anywhere on the structure. All hardware used to anchor benches, trash receptacles, signage, lighting, and any other structure is to be stainless steel.

Site Furnishings

All site furnishings shall be a durable material that will not corrode or rust in the Boca Raton, Florida conditions. Aluminum, recycled plastic, or other durable materials are acceptable alternatives to powder coated steel. No powder coated steel is acceptable. Bike racks must be stainless steel (such as Landscape Forms "Ring Bike Rack" or Bola Bike Rack). No powder coated bike racks are allowed.

Walkway and Arrival Plaza

The conceptual design for the walk/path to the viewing deck included the imprint of native plants. This original design concept was to help tie in the environment to the Flight Observation Area. The imprints would include cabbage palm and other species proposed for the facility. It could also include wildlife imprints as deemed appropriate.

Although not discussed during the conceptual design, a 6" thick concrete, fiber reinforced walk and plaza are suggested to minimize damage to the concrete when the site is accessed by maintenance and event vehicles.

Building Code Requirements

All Building Code Requirements need to be adhered to for the construction of all hardscape features of the facility. This includes the local Building Code requirements, ADA Building Code Requirements, City of Boca Raton Land Development Code Requirements, wind load design requirements for the Boca Raton area, and any other applicable permitting requirements. Permitting of the facility is the responsibility of the D/B.

Site Development Requirements

In November 2020, during the conceptual design of the facility, Hauber Design Associates, LLC (the conceptual designer of the facility) contacted the City of Boca Raton to determine the permit requirements.

The following is a summary of that coordination:

<u>City of Boca Zoning</u> (Mr. Keith Carney, Zoning Manager)

Mr. Carney determined that the closest zoning requirement would be a Placed of Public Assembly zoning classification including:

1 Parking Space per 3 Seats – 5 Benches (3 Seats per Bench) 5 Spaces (As shown on the current Site Plan)

1 Parking Space per 25SF of Standing Room - +/- 200SF of Standing Room (The covered area in front of the seating as shown on the Concept Plan)

8 Spaces

Total Parking Required

Total = 13 Spaces

Shared Parking - The existing Administration Building, according to the original Site Plan, states that the parking lot has 11 more parking spaces than was required. Therefore, 8 of those parking spaces could count toward the parking requirement as per the parking standards described by Keith Carney.

There are no bike parking requirements per the land use, however 5 bike racks are illustrated on the site plan allowing for 8 bike parking spaces.

Planning Advisory Review

Mr. Carney stated that plans should be submitted for a planning advisory review. He also stated that they will not be issuing permits or formal approvals based on the airport/city agreement. He thought the conceptual level plans would be appropriate for the planning advisory review when combined with a site plan locating the proposed facility. D/B shall confirm.

Community Appearance Board

Mr. Carney did not think the design would need to go before the Community Appearance Board. D/B shall confirm.

3.02 SITE ELECTRICAL DESIGN CRITERIA

The conceptual design site electrical features include:

- Security and Area Lighting (Pole Mounted)
- Shade Structure Lighting (Mounted on the Structure)
- Wayfinding Sign (Perimeter Road Sign Lighting as appropriate)
- Sign Lighting (Entrance Identification Sign Lighting)
- Anemometer Feature (Up lights)
- Event Electrical Source (Two sources of Electric at the Shade Structure and One in the Plaza)

Quantum Electrical Engineering, Inc. will provide the site electrical goals in more detail in this Design Criteria Package.

3.03 SIGNAGE DESIGN CRITERIA

Anticipated signage includes:

- Wayfinding (on Perimeter Roads)
- Entrance Identification Sign (at Parking Lot entry)
- Aircraft and Airport Information Signs (in the Arrival Plaza and at the Viewing Platform)
- Compass Feature (Painted on the Concrete Plaza) (see Attachment 'A').

3.04 LANDSCAPE DESIGN CRITERIA

The following Design Criteria for Landscape and Irrigation is a guideline based on the design goals for the facility and per the City of Boca Raton Land Development Code (LDC). All items should be followed, confirmed against, and amended as needed per active code restrictions at the time of project design.

Existing Conditions

The proposed Flight Observation site is primarily a vacant flat area adjacent to an existing stormwater pond and along the existing Administration Facility parking lot. The site is proposed to be accessed by the existing parking lot.

There is an existing chain link fence between the proposed Flight Observation Area viewing deck and the airside area. There are setback requirements illustrated on the conceptual design plans. All setbacks must be adhered to and shown on the construction plans.

Existing vegetation includes a clump of cabbage palms. There are no existing trees or other vegetation to preserve on the site.

Proposed Vegetation

The goal is to add native, low maintenance plant material to the Flight Observation site. The landscape should include shade trees at the parking lot entrance and along the walk to the viewing platform. The landscape is also proposed to include native shrubs, grasses, and groundcovers. Proposed plant material should be carefully selected to minimize attraction to birds. This is due to the conflict between wildlife and aircraft activities.

The proposed vegetation is conceptually illustrated on the Design Feature Summary.

Burrowing Wildlife

The site has been home to burrowing species including gopher tortoise and burrowing owls. The goal is to not create a landscape condition that would prohibit future wildlife

from returning to the area. The landscape placement and selection must be coordinated with the environmental studies also being prepared by others for the Flight Observation Area.

3.05 IRRIGATION DESIGN CRITERIA

The new landscape will be irrigated with an automatic irrigation system. The General D/B's scope of work will include the review of the existing Administration Building's irrigation system to see if the site can be accommodated within the existing system. If not, a new system will be required to irrigate the new vegetation until established. The goal is to use the irrigation system until the plants are established and after the plants are established, to use the irrigation system on an as needed basis such as a period of drought.

3.06 SITE CIVIL DESIGN CRITERIA

The following outline provides general information regarding existing utilities and design requirements. It is the D/B's responsibility to contact all government agencies and ensure that all applicable design and construction requirements are met prior to commencing actual design and/or construction work. It is the D/B team's responsibility to visit with all government agencies and utility providers and ensure that the utilities required for the project are available and of the proper capacity.

The D/B shall be responsible for coordinating with all utility providers, permitting, and obtaining and paying fees for all required permits and approvals from all agencies having jurisdiction on this project.

Earthwork & Grading

The Design Build Team shall solicit and obtain a geotechnical soils report for the site. The report shall be adhered to, and the conditions and recommendations followed.

Specifications shall be prepared by the Design Build Team for all materials to be used for fill, subgrade, and limerock, as well as paved and concrete surfaces.

A detailed topographic survey shall be performed by the Design Build Team to verify existing elevations and adjustments made as needed to the conceptual grading plans provided.

All areas within the limits of construction, including transition areas, shall be uniformly graded to produce a smooth uniform surface. The site shall be graded to provide positive drainage away from structures and walkways. Ponding shall be prevented. Paved sections shall conform in grade with adjacent areas.

Grading for the site shall be generally based upon the preliminary elevations shown on the attached 30% Design Documents. The finished floor elevation for the observation area shall meet the criteria set by The City of Boca Raton and Palm Beach County resiliency guidelines which is higher than the minimum requirement of 12" above the highest point at the crown of the road along all frontage streets.

After grading, all areas shall be compacted to the specified depth and percentage of maximum density. The top surfaces of the backfill shall be restored to the original or planned/better conditions.

Grading shall be performed in such a manner as to provide slopes that are easily maintainable, reasonably safe to the public health, and to the American Disabilities Act (ADA) requirements where applicable.

Storm Drainage

The project site is located within the jurisdiction of South Florida Water Management District (SFWMD). The existing site storm water management system captures runoff and discharges to the existing swale/retention area adjacent to the proposed project. The existing retention area shall be used for discharge of stormwater run-off from the proposed project area. No stormwater shall be "trapped" within green areas surrounded by paved areas. Catch basins and/or yard drains, as well as storm water pipes may be used to convey stormwater runoff to the existing retention area. All surface water shall be retained on-site.

The D/B team is responsible for coordination with SFWMD for the purpose of obtaining and reviewing any or all permits and/or modifications issued by the district for this property. The proposed drainage system to serve the new facility shall comply with all requirements and standards provided by the district including requirements for modification of any prior permits/approval issued by the district for this property.

The design-build team will need to prepare drainage calculations to verify that the existing stormwater management system has the capacity to accommodate the additional stormwater runoff from the proposed project. Any alterations to the existing stormwater management system shall be designed in accordance with the water quality and water quantity requirements of SFWMD and the City of Boca Raton.

A Storm Water Management Pollution Prevention Plan (SWPPP) using Best Management Practices (BMPs) to provide erosion and sedimentation control shall be prepared and NPDES Notice of Intent Permit will be required.

Parking and Pedestrian Paving

Proposed surface paving for the project shall consist of asphalt pavement sections, concrete sections, concrete curbing, and sidewalks.

A pavement section of 1-1/2 inches of asphalt, 8 inches of limerock base, and 12 inches of stabilized subgrade is required for all asphalt paved surfaces. The graded limerock base material shall be of uniform quality throughout, substantially free from organics, compacted to 98% of the maximum dry density per AASHTO T-180, and meet the minimum LBR requirement of 100. The stabilized subgrade material underlying the limerock base shall meet the same quality and compaction requirements mentioned above while only requiring a minimum LBR of 40. Subgrade below the stabilized layer shall be compacted to 98% of the maximum dry density per AASHTO T-180 to a depth of at least 12 inches below the stabilized layer. All subsurface soils shall meet the requirements and recommendations provided in the geotechnical engineering report.

Concrete sidewalks and curbs shall at a minimum meet the 28-day concrete compressive strength requirement of 3,000 psi. Subgrade soils under these surfaces shall be compacted to 98% of the maximum dry density per AASHTO T-180 to a depth of at least 12 inches. Pedestrian walkways and handicap ramps shall meet grading and slope requirements per the American Disabilities Act (ADA) requirements where applicable. See Hardscape Design Criteria Section 3.01 for decorative concrete depth and concrete imprint requirements.

Pavement Marking and Signage

The design and construction of pavement marking systems and signage shall be in accordance with standards provided by the latest edition of the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices" (MUTCD) and City of Boca Raton. All materials used shall be as specified by the City of Boca Raton Traffic Engineering Division.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) requirements govern for this project. All pavement material and maximum slopes should be adhered to. All proposed concrete paved areas are to meet ADA criteria for accessible routes. All accessible routes shall meet the requirements of the ADA.

Potable Water

No potable water is proposed as part of this project.

Sanitary Sewer

No sanitary sewer is proposed as part of this project.

Fire Protection

No fire protection water is proposed as part of this project.

Site Civil Jurisdictional Agencies

Agencies having jurisdiction over the project from which permits/approvals will need to be secured are outlined below:

- 1) City of Boca Raton
- a) Site Engineering Construction Permit
- 2) South Florida Water Management District (SFWMD):
- a) Stormwater Management ERP modification
- 3) Boca Raton Airport Authority (Owner/Stakeholder)

ATTACHMENT A DESIGN FEATURE SUMMARY



Flight Observation Area Final Conceptual Design Study

Prepared For:

The Boca Raton Airport Authority Ricondo & Associates, Inc.

Prepared By:

Hauber Fowler & Associates, LLC March 17, 2021





Project Goals and Objectives:

Primary Goal

Provide a place for the Public to view aircraft.

Objectives

- Provide shade, seating, and trash receptacle(s).
- Provide airport features, signage, and educational information.
- Make the feature a special and interesting place to visit.
- Provide ADA compliant accessibility.

Conditions

- Use existing Airport property and design around existing features (like retention ponds, etc.).
- Work with Gopher Tortoise Habitat.
- Use materials that are budget friendly.
- Use materials that are low maintenance.





Customs Building



Airport Road

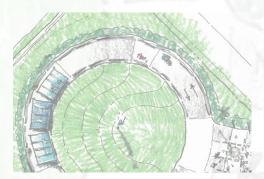


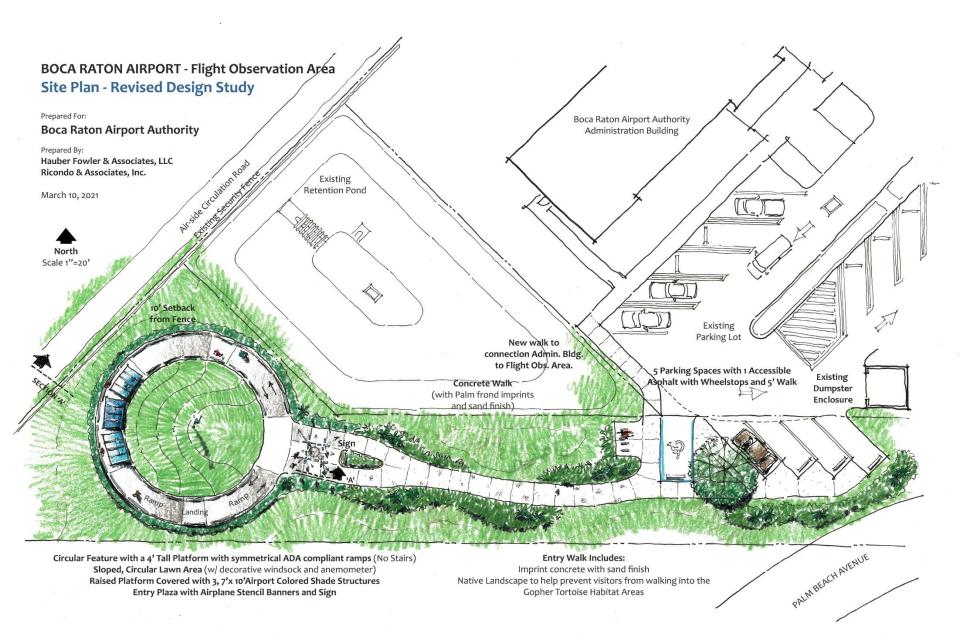
Administration Building

Airport Design Influence



Flight Observation Area Project Design Details





BOCA RATON AIRPORT - Flight Observation Area Section - Revised Design Study

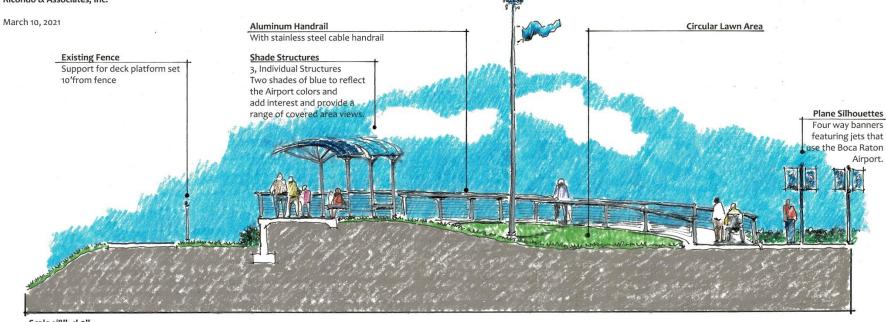
Prepared For:

Boca Raton Airport Authority

Prepared By:

Hauber Fowler & Associates, LLC Ricondo & Associates, Inc.

Anemometer and Windsock Feature



Airport Feature

Scale 1/8"=1'-0"

Air-side

10' Circulation Road Existing Fence 10' Setback from Fence

4' Tall Platform with Covered Seating

Symmetrical ADA compliant ramps (2-25' ramps and 18' landing per side) Unique shape with no stairs needed.

Welcome Plaza

Concrete plaza with score pattern Education metal banners and gathering area Compass feature painted on concrete





















Design Concept Images











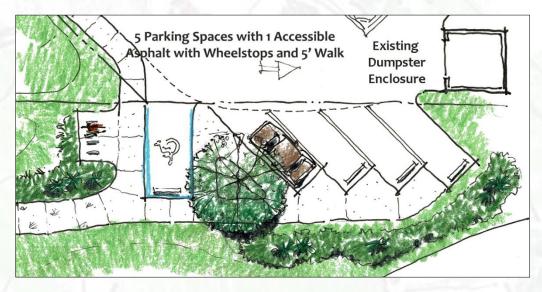


Signage Examples



Parking & Arrival

- Bike Parking for 8 Bikes
- 5 Parking Spaces 1 Accessible
- Shade Tree
- Accessible Walk
- At existing edge of Parking Lot (Dashed Line)



Path & Landscape

- 8' Concrete Path to Feature
- Imprinted Concrete
- Native Landscape to Control access to gopher tortoise area







Arrival Plaza

- Arrival Sign
- Concrete Plaza (18'x18')
- Stencil Cut Metal Banner Features
- Information Signage





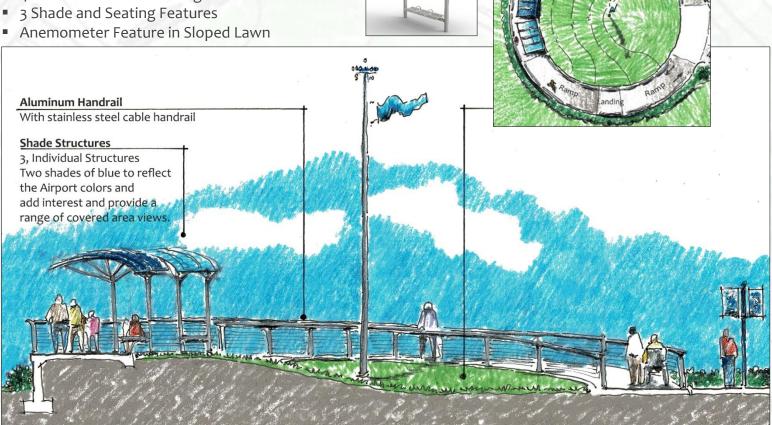






Ramped Feature

- ADA Accessible Ramps with Landing
- 4' Tall Platform for Viewing







Project Location





Project Location





Project Location



Flight Observation Area Order of Magnitude Cost Estimate





Boca Raton Airport Flight Observation Area

Revised Design Study - Order of Magnitude Cost Estimate March 10, 2021

SITE FEATURES and HARDSCAPE (H)						
Amenity/Material	Unit#	Details	Unit Cost	Total	Total H	
Shelters	3	Structures with Benches - Installed	\$25,000	\$75,000		
Handrails	300	Aluminum and Stainless Steel Cable	\$150	\$45,000		
Access Drive, Parking Lot and walks	2,500	Asphalt, walks, bike parking area, and wheel stops	\$10	\$25,000		
4' Retaining Wall (Curved)	190	Wall starts at grade and works up to 4' above grade. Average of \$125/LF	\$125	\$23,750		
Ramp/Access Walks	1,885	Concrete surface for continual 10' wide ramp	\$12	\$22,620		
Entry Walk	1,000	8' Wide Concrete Imprinted Entry Walk from Parking Lot	\$15	\$15,000		
Centerpiece Focal Point	1	Center Flagpole with wind sock and anemometer	\$15,000	\$15,000		
Plaza Feature Elements	4	Laser Cut metal banners to educate and create interest at Entry Plaza	\$3,500	\$14,000		
Fill	1	The circular area is a built up ramp - fill to create that "embankment"	\$10,000	\$10,000		
Signage	3	Signage - Parking Lot, Arrival Plaza, Platform	\$3,000	\$9,000		
Information/Educational Graphics	12	Posts at Entry Plaza and Platform	\$750	\$9,000		
Trash Receptacles	3	Trash receptacles - 2 in between Shade Structures and 1 in Entry Plaza	\$2,000	\$6,000		
Site Lighting	1	Area Security Light (and electrical to the Light) - Possible Solar Light	\$6,000	\$6,000		
Bike Racks	4	Stainless Steel - Low Maintenance Bike Racks	\$1,200	\$4,800		
Scored Concrete Plaza	324	Entry Plaza (18'x18')	\$12	\$3,888		
Compass Feature	1	Stencil Painted on Concrete Plaza Surface	\$3,500	\$3,500		
Subtotal Site Features and Hardscape			\$287,558	\$287,558		

LANDSCAPE (L)							
Landscape Type	Totals	Species	Unit Cost	Total	Total L		
Shade Tree	1	At parking lot	\$2,500	\$2,500			
Shrubs/Grasses	300	3 Gallon Plants	\$12	\$3,600			
Grass	10,000	Bahia Grass	\$0.55	\$5,500			
Subtotal Landscape				\$11,600			
Subtotal Landscape				\$11,600	\$11,600		

Subtotal Hardscape and Landscape	\$299,158



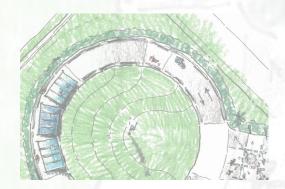
Flight Observation Area Summary

Prepared For:

The Boca Raton Airport Authority Ricondo & Associates, Inc.

Prepared By:

Hauber Fowler & Associates, LLC March 17, 2021



ATTACHMENT B - 30% DESIGN DOCUMENTS

BOCA RATON AIRPORT FLIGHT OBSERVATION AREA 30% DESIGN DOCUMENTS

903 NW 35TH ST, BOCA RATON, FL 33431

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 43 EAST, CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF VISTAZO AT BOCA RATON ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, PAGE 151, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE S82*14'36"W, ALONG THE SOUTHERLY RIGHT—OF—WAY LINE OF SPANISH RIVER BOULEVARD (N.W. 40TH STREET), SAID LINE BEING THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT, 659.98 FEET TO A POINT ON THE WEST RIGHT—OF—WAY OF FAU BOULEVARD;
THENCE S49*03'36"E, 33.00 FEET;
THENCE S00*21'49"E, 1074.41 FEET,
THE LAST TWO (2) COURSES AND DISTANCES BEING COINCIDENT WITH SAID WEST RIGHT—OF—WAY OF FAU BOULEVARD;
THENCE S89*19'08"W, 656.31 FEET;

THENCE S89 19 08 W, 636.31 FEET;
THENCE N62*05'40"W, 83.45 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N62*05'40"W, 289.21 FEET TO A LINE LYING 300.00 FEET
SOUTHEASTERLY OF, AND PARALLEL WITH, THE CENTERLINE OF THE RUNWAY OF
THE BOCA RATON AIRPORT;

THENCE S46*03'10"E, 76.19 FEET; THENCE N89*37'28"E, 230.23 FEET; THENCE N43*56'50"E, 212.69 FEET;

THENCE S62°05'40"E, 98.34 FEET; THENCE N31°42'27"W, 59.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.79 ACRES (77,971 SQUARE FEET), MORE OR LESS.

PROJECT DIRECTORY

OWNER/DEVELOPER:
BOCA RATON AIRPORT AUTHORITY
903 NW 35TH ST, BOCA RATON, FL 33431
CLIENT:

CLIEN I: RICONDO & ASSOCIATES INC 1000 NW 57TH CT #920, MIAMI, FL 33126 PHONE: (305) 260-2727

CIVIL ENGINEER:
MILLER LEGG & ASSOCIATES
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 436-7000
CONTACT: GLEN HARRELSON

SURVEYOR:
BROWN & PHILLIPS, INC.

1860 OLD OKEECHOBEE ROAD, SUITE 509,
WEST PALM BEACH, FL 33409

TEL: (561)615-3988

ENVIRONMENTAL ENGINEER:
MILLER LEGG & ASSOCIATES
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 436-7000
CONTACT: WILLIAM MOHLER

LANDSCAPE ARCHITECT:
HAUBER FOWLER & ASSOCIATES, LLC
623 LONGMEADOW CIR, LONGWOOD,
FL 32779
TEL: (407) 774-2262

CITY:
BOCA RATON
8111 GOLF COURSE ROAD
BOCA RATON, FL 33434

COUNTY:
PALM BEACH
301 N. OLIVE AVENUE
WEST PALM BEACH, FL 33401



LOCATION MAP



South Florida Office: 5747 N. Andrews Way Ft. Lauderdale, Florida · 33309-2364 954-436-7000 www.millerlegg.com

Certificates of Authorization: EB7318, LB6680, LC0337

SHEET INDEX

SHEET NUMBER SHEET TITLE

CO.0 COVER SHEET

C1.0 GENERAL NOTES

H1.01 OVERALL SITE PLAN

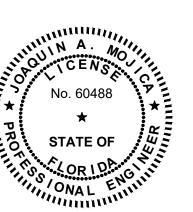
H1.02 ENLARGED SITE PLAN

C2.0 SITE GEOMETRY & GRADING PLAN

C2.1 GENERAL CONSTRUCTION DETAILS

This item has been digitally signed and sealed by Joaquin A. Mojica, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



APPROVED : ______JOAQUIN A. MOJICA, P.E.

FLA. REGISTRATION NO. __60488 _______ DATE : __11/28/2022

GENERAL NOTES ON THE PROJECT PLANS AND DRAWINGS ARE SOLELY TO AID AND ASSIST THE CONTRACTOR WITH THE FIELD OPERATIONS FOR THE PROJECT. SAID GENERAL NOTES MAY NOT FULLY DESCRIBE ALL OF THE REQUIREMENTS FOR AN ITEM, THEREFORE, THE CONTRACTOR SHALL READ AND VERIFY THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PLANS, SPECIFICATIONS, GENERAL TERMS AND CONDITIONS, AND THE SUPPLEMENTAL TERMS AND CONDITIONS, TO FULLY UNDERSTAND AND COMPLY WITH ALL THE REQUIREMENTS THEREIN. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND TOPOGRAPHY HAVE BEEN PREPARED FROM INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

1. <u>APPLICABLE CODES</u> 1.1. GENERAL

ALL CONSTRUCTION, MATERIALS AND TESTING SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF BOCA RATON , PALM BEACH COUNTY AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE. WHEN ANY OF THE GOVERNING REGULATORY AGENCY'S STANDARDS ARE IN CONFLICT, THE MORE STRINGENT OF THE TWO SHALL APPLY.

1.2. CONSTRUCTION SAFETY ALL CONSTRUCTION SHALL BE DONE IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). TRENCH SAFETY ACT

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT. 1.4. SURVEY DATA ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS UNLESS OTHERWISE

PRECONSTRUCTION RESPONSIBILITIES AND NOTICES THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL AT 811 CERTIFICATION

NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. 2.3. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.

NOTED, ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88').

2.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. HE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED. CONTRACTOR SHALL OBTAIN AND KEEP COPIES OF ALL REQUIRED PERMITS ONSITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITS.

2.6. ADDITIONAL COORDINATION FOR UTILITY CONFLICTS, R.F.I.'S AND CONTRACT EXTENDED TIME BEYOND THE ORIGINAL SCOPE OF CONSTRUCTION DURATION (AFTER THE CONTRACTOR CONSTRUCTION NOTICE TO PROCEED) AND EXCLUDING DOCUMENTED WORKAGE STOP ORDERS ISSUED BY CLIENT TO CONTRACTOR AND CONSULTANT WILL BE BILLED TO THE CONTRACTOR VIA THE OWNER AT \$135 PER HOUR.

3. <u>INSPECTIONS</u>
3.1. THE CONTRACTOR SHALL NOTIFY BOCA RATON , THE ENGINEER OF RECORD AND PALM BEACH, IF APPLICABLE, AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND

PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS: 3.1.1. STORM DRAINAGE 3.1.2. SANITARY SEWER

WATER SYSTEM SUBGRADE - SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK LIMEROCK BASE - SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT. ASPHALTIC CONCRETE

FINAL INSPECTION 3.2. ALL INSPECTIONS SHALL BE MADE BY BOCA RATON . THE ENGINEER OF RECORD WILL PROVIDE GENERAL CONSTRUCTION OBSERVATION SERVICES.

4. <u>SHOP DRAWINGS</u>
4.1. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY BOCA RATON AND ENGINEER OF RECORD FOR SANITARY MANHOLES, CATCH BASINS, FIRE HYDRANTS, VALVES AND OTHER MECHANICAL/ELECTRICAL EQUIPMENT WITH ASSOCIATED STRUCTURES, INCLUDING ALL DATA. CATALOGUE LITERATURE SHALL BE SUBMITTED FOR WATER AND SEWER PIPES, FITTINGS, AND APPURTENANCES.

PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEERS' PLANS OR SPECIFICATIONS.

4.3. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

TEMPORARY UTILITIES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION. TRAFFIC REGULATION

5.2.1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD. 5.2.2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE

PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE ENGINEER, BOCA RATON AND LOCAL OR PALM BEACH AUTHORITY.

ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAYS MUST CONFORM WITH FDOT SPECIFICATIONS, STANDARDS AND PERMIT REQUIREMENTS. NO WORK SHALL COMMENCE MITHIN FDOT RIGHT-OF-WAYS WITHOUT AN FDOT PERMIT. FULL LANE WIDTH RESTORATION TO MATCH EXISTING PAVEMENT SECTION IS REQUIRED IN ACCORDANCE WITH STANDARDS FOR PROPOSED WORK WITHIN FDOT RIGHT-OF-WAYS.

5.2.5. CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC PLAN (MOT) WHERE REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL OBTAIN ALL REQUIRED APPROVALS AND PERMITS ASSOCIATED WITH THE MOT'S. ALL MOT'S ARE TO BE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

6. PROJECT CLOSEOUT 6.1. CLEANING OUT 6.1.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL E SWEPT BROOM CLEAN AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OR BOCA RATON , ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END. THE CONTRACTOR SHALL PERFORM AS REQUIRED ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK, IRRIGATION AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED, SATISFACTORILY DISPOSED OF DURING PROGRESS OF WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL DISPOSE OF ALL SITE DEMOLITION IN ACCORDANCE WITH STATE AND

LOCAL REGULATIONS. PROJECT RECORD DOCUMENTS 6.2.1. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS

PRIOR TO THE PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER "AS-BUILT" PLANS SHOWING LIMEROCK BASE GRADES, AND ALL DRAINAGE, WATER AND SEWER IMPROVEMENTS. PAVING OPERATIONS SHALL NOT COMMENCE UNTIL THE ENGINEER AND THE APPROVING AGENCY HAS REVIEWED THE "AS-BUILTS".

ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO THE ENGINEER AND BOCA RATON PRIOR TO PLACING LIMEROCK BASE MATERIAL. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER AND BOCA RATON PRIOR TO PLACING ASPHALT. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY

ACCURATE, CLEAR AND LEGIBLE TO THE SATISFACTION OF THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED. LAKE AS-BUILTS WILL BE CROSS SECTIONED SHOWING THE DESIGNED SECTION AS DASHED, AS-BUILT SECTION AS SOLID, AND HAVE THE TOP OF BANK REFERENCE TO THE LAKE MAINTENANCE EASEMENT. SPACING BETWEEN EACH CROSS—SECTION SHALL BE SUCH AS TO PROVIDE ENOUGH DATA TO DETERMINE IF THE LAKE WAS CONSTRUCTED AS

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD TWO COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "RECORD DRAWING" OR "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR OR ENGINEER. FINAL AS-BUILT INFORMATION SHALL BE SUBMITTED ON AN AUTOCAD & PDF FORMAT AS DIRECTED BY THE ENGINEER.

<u>DEWATERING PERMIT</u> 7.1. DEWATERING PERMIT IS NOT AVAILABLE FOR THE SITE DEVELOPMENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DEWATERING PERMIT.

8. <u>UNSUITABLE MATERIAL REMOVAL AND DISPOSAL</u> 8.1. CONTRACTOR IS RESPONSIBLE FOR DETERMINATION/INVESTIGATION OF SUBSURFACE CONDITIONS. ALL UNSUITABLE MATERIAL SURFACE AND SUBSURFACE WITHIN AREAS OF CONSTRUCTION IS TO BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. UNSUITABLE MATERIAL INCLUDES BUT IS NOT LIMITED TO: DEBRIS, ORGANICS/MUCK , AND PLASTIC MATERIAL. ALL UNSUITABLE MATERIAL REMOVED SHALL BE REPLACED WITH SUITABLE MATERIAL.

GEOTECHNICAL REQUIREMENTS 9.1. CONTRACTOR IS RESPONSIBLE FOR DETERMINATION/INVESTIGATION OF SUBSURFACE CONDITIONS.

10. <u>DEMOLITION NOTES</u>
10.1. PROPER SAFETY PRECAUTIONS SHALL BE TAKEN TO SEPARATE AREA OF DEMOLITION FROM SURROUNDING PROPERTY. 10.2. ALL ASPHALT AND CURB SHALL BE SAWCUT AT THE LIMITS OF DEMOLITION PRIOR TO

10.3. ALL DEMOLITION TO BE PERFORMED IN A MANNER TO ELIMINATE HAZARDS TO PERSONS AND PROPERTY, MINIMIZE INTERFERENCE WITH USE OF ADJACENT AREAS. PROVIDE NON-DISRUPTION OF SERVICES PROVIDED BY EXISTING UTILITIES TO ADJACENT AREAS. AND

TO PROVIDE FREE PASSAGE TO AND FROM ADJACENT AREAS OR STRUCTURES. 10.4. PRIOR TO AND DURING DEMOLITION, CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO AVOID DAMAGE TO EXISTING ITEMS TO REMAIN. 10.5. DEBRIS RESULTING FROM DEMOLITION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF ON A DAILY BASIS. DISPOSAL OF DEBRIS SHALL BE IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL PERMITS, RULES AND/OR

REGULATIONS. 10.6. HAZARDOUS MATERIALS, IF PRESENT, SHALL BE DEALT WITH IN A MANNER CONSISTENT WITH FEDERAL, STATE AND LOCAL REGULATIONS.

10.7. UPON COMPLETION OF DEMOLITION, SITE IS TO BE LEFT IN CLEAN CONDITION FREE OF 10.8. CONTRACTOR TO PROVIDE PROPER SEDIMENT CONTROL AND PROTECTION OF STORM WATER STRUCTURES, BOTH WITHIN AND OUTSIDE THE LIMITS OF DEMOLITION AND P/L, TO PREVENT DEPOSIT OF SEDIMENTS CONVEYED THROUGH RUNOFF. CONTRACTOR TO CLEAN AND REMOVE

SEDIMENTS FROM ALL STRUCTURES AS NEEDED. 10.9. EXISTING UTILITIES INFORMATION IS PROVIDED FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL UTILITIES SHOWN OR NOT SHOWN PRIOR TO DEMOLITION. CONTRACTOR SHALL HAVE ALL UTILITIES PROPERLY LOCATED PRIOR TO COMMENCEMENT OF

10.10. BRICK AND GROUT ANY REMAINING HOLE OPENINGS IN EXISTING STRUCTURES AFTER REMOVAL OF ANY PIPE DESIGNATED FOR REMOVAL.

11.3. GENERAL

11.3.1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A COPY OF THE GEOTECHNICAL ENGINEERING SOILS REPORT AND ADHERE TO THE CONDITIONS AND RECOMMENDATIONS

11.3.2. NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE. 11.3.3. ALL SUB-GRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO

11.3.4. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. 11.3.5. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SODDED.

11.4.1. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL UNDER THOSE AREAS TO BE PAVED SHALL BE REMOVED TO A DEPTH OF THREE (3) FEET BELOW FINISHED GRADE AND FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING AND DISPOSED OF BY CONTRACTOR AS PART OF WORK.

11.4.2. SUITABLE BACKFILL SHALL BE MINIMUM LBR 40 MATERIAL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 THREE (3) FEET BEYOND PERIMETER OF THE PAVING

11.4.3. ALL UNSUITABLE MATERIAL UNDER EXFILTRATION TRENCH LOCATIONS SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AS PART OF THIS WORK.

12.1. CONTRACTOR MAY UTILIZE ONE OF THE FOLLOWING MATERIALS (AS DIRECTED AND APPROVED BY APPROVING AUTHORITY) ON A SIZE FOR SIZE BASIS: 12.1.1. ALUMINUM

12.1.1.1. PIPE SHALL BE ALUMINUM, MANUFACTURED IN CONFORMANCE WITH ASTM B-209. METAL PIPE SHALL NOT BE ALLOWED WITHIN THE ROAD RIGHT-OF-WAY. 12.1.1.2. PIPE SHALL BE SPIRAL RIB DRAINAGE PIPE WITH 3/4" x 3/4" RIBS, APPROXIMATELY 7-1/2" ON CENTER. GAUGE THICKNESS SHALL MEET FDOT STANDARD 945-1. 12.1.1.3. PIPE COUPLING BANDS SHALL BE 12" WIDE STANDARD SPLIT BANDS OF THE SAME ALLOY AS THE PIPE AND MAY BE ONE GAUGE LIGHTER THAN THE PIPE.

12.1.1.4. POLYURETHANE OR OTHER SEALANT SHALL BE USED WITH COUPLING BANDS ON ALL NON-PERFORATED PIPE. 12.1.1.5. CONTECH ULTRA-FLO 12.1.2. REINFORCED CONCRETE (RCP) 12.1.2.1. REQUIREMENTS OF SECTION 449 OF THE FDOT STANDARD SPECIFICATIONS. ALL

REINFORCED CONCRETE PIPE SHALL BE CLASS III WATER TIGHT AND CONFORM TO THE STANDARD SPECIFICATIONS 12.1.2.2. JOINTS IN RCP SHALL EMPLOY O-RING TYPE GASKETS AS SPECIFIED IN SECTION 942-1 OF FDOT STANDARD SPECIFICATIONS AND ASTM C443-98. PRECAST CONCRETE MANHOLES AND CATCH BASINS SHALL MEET THE REQUIREMENTS

OF ASTM SPECIFICATION C-478 AND 64T. CONCRETE FOR PRECAST MANHOLES AND CATCH BASINS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. 12.1.2.5. REINFORCING STEEL FOR MANHOLES AND CATCH BASINS SHALL CONFORM TO ASTM SPECIFICATION A-615 AND A-305, LATEST REVISION.

12.1.2.6. ALL RE-BAR SPLICES IN CONCRETE STRUCTURES SHALL HAVE A MINIMUM LAP OF 24 BAR DIAMETERS. ALL JOINTS IN CONCRETE STRUCTURES SHALL BE FINISHED WATERTIGHT. ALL SPACES AROUND PIPING ENTERING OR LEAVING MANHOLES AND CATCH BASINS SHALL BE COMPLETELY FILLED WITH 2:1 CEMENT MORTAR. ALL CONCRETE PIPE SHALL HAVE MODIFIED TONGUE AND GROOVE JOINT AND HAVE

RUBBER GASKETS, UNLESS OTHERWISE SPECIFIED. 12.1.3. HIGH DENSITY POLYETHYLENE PIPE (HDPE) 12.1.3.1. HIGH DENSITY POLYETHYLENE PIPE FOR STORM SEWERS SHALL CONFORM TO FDOT

12.1.4. POLYVINYL-CHLORIDE PIPE (PVC) 12.1.4.1. POLYVINYL-CHLORIDE PIPE FOR STORM SEWERS SHALL CONFORM TO FDOT 948-1. 12.1.4.2. CONTECH A2000 PVC 12.2. CONCRETE PIPE FOR STORM DRAINAGE SYSTEMS SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, CURRENT EDITION, SECTION 430.

12.3. BEDDING AND INITIAL BACKFILL OVER DRAINAGE PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 3/4" & 2" DIAMETER, RESPECTIVELY. 12.4. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

12.5. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 (INCLUDES SWALE AREAS). 12.6. CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY SILT SCREENERS IN CATCH BASINS AND AT LOCATIONS AS DIRECTED BY THE ENGINEER UNTIL FINAL ACCEPTANCE OCCURS.

13. <u>LANDSCAPE NOTES</u> 13.1. ALL CONSTRUCTION ACTIVITY, INCLUDING TRENCHING, IS TO BE A MINIMUM OF SIX (6) FEET FROM THE BASE OF ANY TREE THAT IS DESIGNATED TO REMAIN PER CODE SECTION 27-45. 13.2. ALL TREES PLANTED IN ISLANDS CONTAINING HYDRANTS OR FDC'S MUST COMPLY WITH FLORIDA FIRE PREVENTION CODE 18.3.4.1 - CLEARANCES OF 7'-6" IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT, WITH A 4' CLEARANCE TO THE REAR OF THE HYDRANT.

MANHOLE OR METER FROM THE PUBLIC RIGHT-OF-WAY AND AT LEAST 5' OF VERTICAL CLEARANCE ABOVE THE MANHOLE OR METER PIT. 13.4. ALL LIMEROCK AND BASE MATERIALS SHALL BE REMOVED FROM THE PLANTER AREAS/ISLANDS AND REPLACED WITH APPROPRIATE PLANTING SOIL PRIOR TO THE

13.3. METERS SHALL HAVE AT LEAST 3' OF UNOBSTRUCTED ACCESS TO AND VIEW OF THE

LANDSCAPING OF THE SITE 13.5. THE REMOVAL OF ANY TREE ON THE SITE IS PROHIBITED WITHOUT THE REQUIRED BOCA RATON PERMIT. ANY SITE WORK MUST BE DONE UNDER AN ENVIRONMENTAL PERMIT PER BOCA RATON CODE OF ORDINANCES.

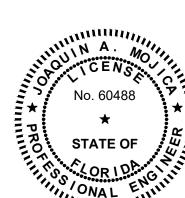
14. SODDING REQUIREMENTS 14.1. ALL BERMS AND SWALES ARE TO BE SODDED (SEE LANDSCAPING AND IRRIGATION PLANS) 14.2. LAKE SIDE SLOPES SHALL BE TOP SOILED AND STABILIZED THROUGH SEEDING AND PLANTING FROM 2 FEET BELOW TO 1 FOOT ABOVE THE CONTROL ELEVATION. 14.3. SOD AREAS ADJACENT TO PAVEMENT HAVING RUNOFF TO SWALES (INCLUDING ROADWAY

STABILIZED SHOULDERS) SHALL BE GRADED 0.2' LOWER THAN PROPOSED EDGE OF PAVEMENT PLAN GRADES TO ALLOW FOR PLACEMENT OF SOD. PEG ALL SOD ON LAKE BANK SLOPES, SWALE SLOPES AND GROUND BETWEEN EDGE OF PAVEMENT AND SWALE AREAS IN PROPOSED SHEET FLOW AREAS.

THE STANDARD NOTES CONTAINED HEREON ARE GENERAL IN NATURE. FOR ANY CONTRADICTION BETWEEN THESE GENERAL NOTES AND THE UTILITY OWNER'S STANDARD DETAILS AND NOTES, THE UTILITY OWNER'S NOTES AND DETAILS GOVERN.



This item has been digitally signed and sealed by Joaquin A. Mojica, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



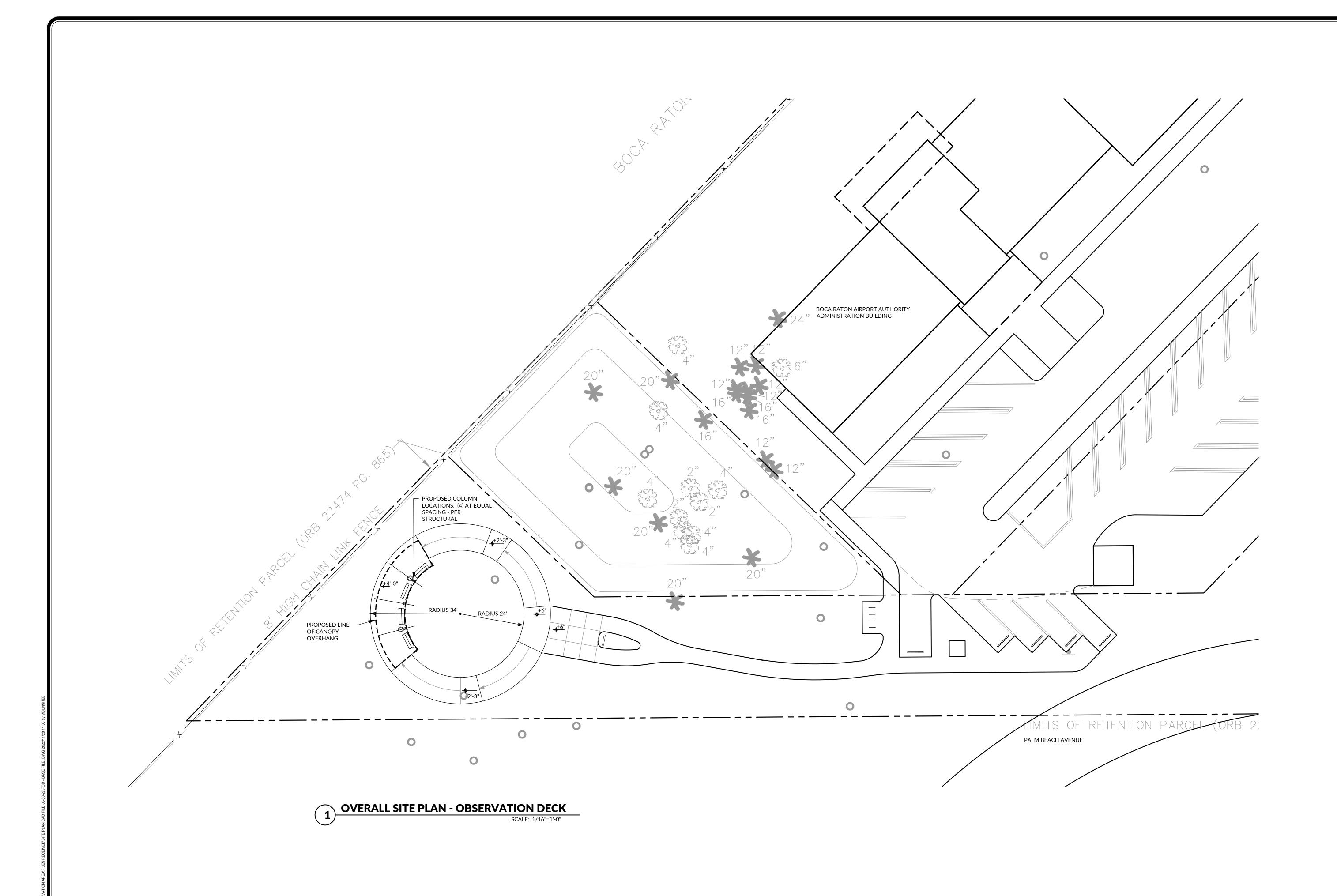
37318 LB6680 LC(DES. DWN. CHK. PROJECT / FILE NO. 20-00015

CERTIFICATES OF AUTHORIZATION

DRAWING NO. C1.0 DATE DRAWN:

6/12/18

APPROVED : JOAQUIN A. MOJICA, P.E. FLA. REGISTRATION NO. 60488 DATE : 11/28/2022



MILLER LEGG
South Florida Office: 5747 N. Andrews Way
Ft. Lauderdale. Florida - 33309-2364

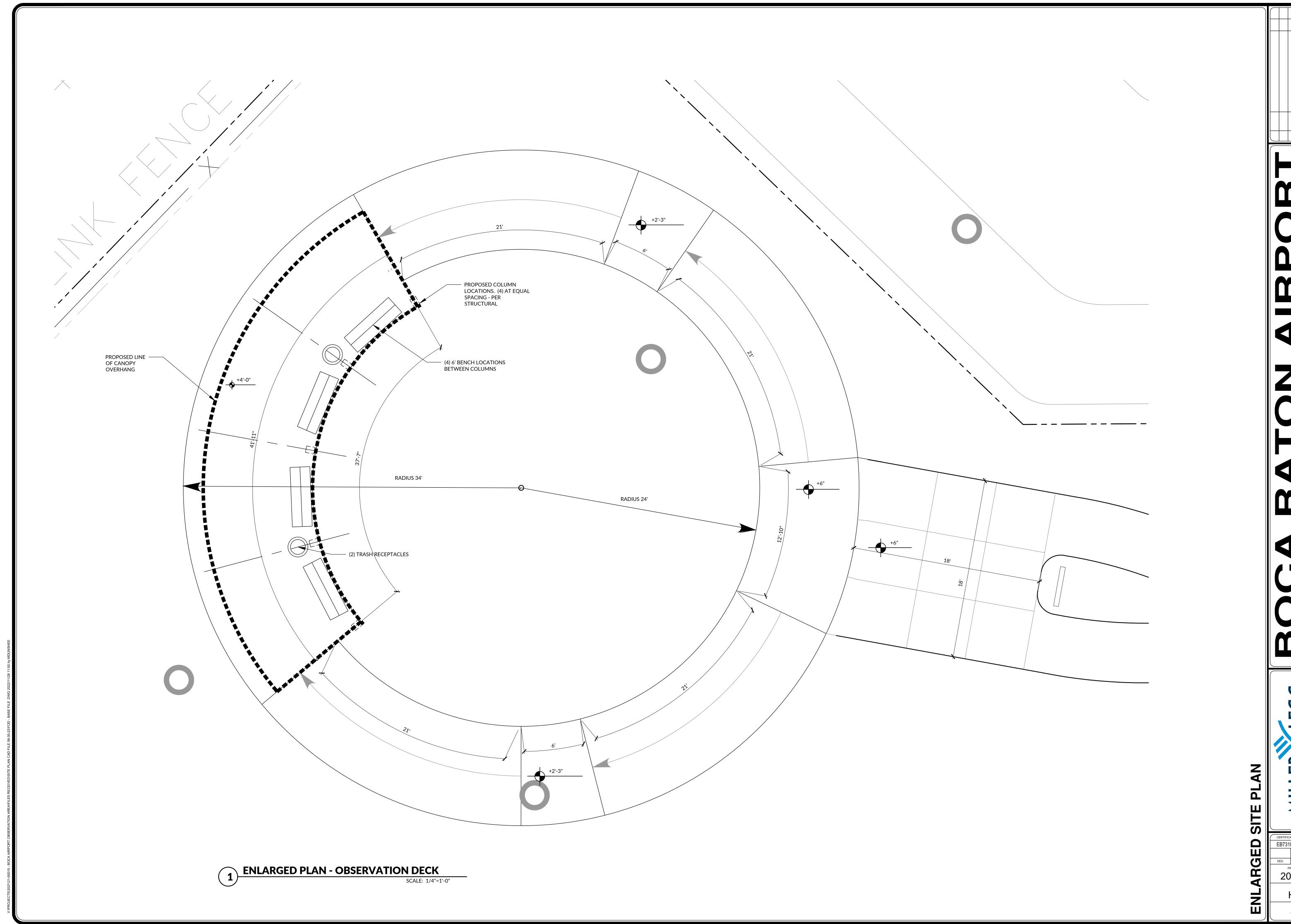
CERTIFICATES OF AUTHORIZATION:
EB7318 LB6680 LC0337

DES. DWN. CHK.

PROJECT / FILE NO.
20-00015

DRAWING NO.
H1.01

PRELIMINARY - NOT FOR CONSTRUCTION



CERTIFICATES OF AUTHORIZATION:
EB7318 LB6680 LC0337 PROJECT / FILE NO. 20-00015 DRAWING NO.
H1.02



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| PROPOSED IMPROVEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | S HATCH PATTERNS                      | EXISTING HATCH PATTERN                  | EXISTING HATCH PATTERNS                                                                                                                                                            |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Δ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PROPOSED CONCRETE PAVEMENT/SIDEWALK   | 44. 44. 44. 44. 44. 44. 44. 44. 44. 44. | EXISTING CONCRETE SIDEWALK TO BE REMAIN                                                                                                                                            |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED ASPHALT PAVEMENT             |                                         | EXISTING ASPHALT PAVEMENT TO BE REMAIN                                                                                                                                             |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED ASPHALT RESTORATION          | EXISTING LINETYPES                      |                                                                                                                                                                                    |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED ASPHALI RESTORATION          | — Е — Е — Е —                           | EXISTING BURIED ELECTRIC LINE                                                                                                                                                      |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED CONCRETE PAVERS              | CATVCATV                                | EXISTING BURIED CABLE/TELEVISION LINE                                                                                                                                              |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED CONCRETE PAVERS              | сомм                                    | EXISTING BURIED COMMUNICATION LINE                                                                                                                                                 |  |  |  |
| \(\frac{1}{4} \) \(\fra | PROPOSED GREEN SPACE                  | FIRE FIRE                               | EXISTING FIRE LINE                                                                                                                                                                 |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED GREEN SPACE                  | G G                                     | EXISTING GAS LINE                                                                                                                                                                  |  |  |  |
| PROPOSED IMPROVEMENTS LINETYPES & SYMBOLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       | RW RW                                   | EXISTING NON-POTABLE RECLAIMED WATER LINE                                                                                                                                          |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED BASELINE                     | OVHD OVHD                               | EXISTING OVERHEAD WIRE LINE                                                                                                                                                        |  |  |  |
| _x_x_x_x_x_x_x_x_x_                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PROPOSED FENCE LINE                   |                                         | EXISTING ABANDONED UTILITY LINE                                                                                                                                                    |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED GUARDRAIL                    | SSFM SSFM                               | EXISTING SANITARY FORCE MAIN                                                                                                                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED LIMITS OF CONSTRUCTION LINE  | SL SL                                   | EXISTING SANITARY SEWER LATERAL                                                                                                                                                    |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED EDGE OF PAVEMENT & CURB LINE | SWR SWR                                 | EXISTING SANITARY SEWER LINE                                                                                                                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED TREE/LANDSCAPE LINE          | STRM STRM                               | EXISTING STORM SEWER LINE                                                                                                                                                          |  |  |  |
| STRM STRM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PROPOSED EXFILTRATION TRENCH LINE     | w w                                     | EXISTING POTABLE WATER LINE                                                                                                                                                        |  |  |  |
| STRM STRM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PROPOSED STORM DRAINAGE LINE          | ws ws                                   | EXISTING POTABLE WATER SERVICE LINE                                                                                                                                                |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED TOP OF BANK LINE             |                                         |                                                                                                                                                                                    |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED TOE OF BANK LINE             |                                         |                                                                                                                                                                                    |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED STORM DRAINAGE CATCH BASIN   | SURVE                                   | SURVEY DATUM NOTE:                                                                                                                                                                 |  |  |  |
| 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PROPOSED STORM DRAINAGE MANHOLE       | ELEVATIONS S                            | SHOWN ON THE PLANS ARE BASED ON THE                                                                                                                                                |  |  |  |
| •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PROPOSED YARD DRAIN                   | OBTAINED FR                             | NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88') OBTAINED FROM THE SURVEY PERFORMED BY BROWN & PHILLIPS, INC. (PROJECT #11-0601), LAST REVISION DATED 12-05-12, RECEIVED 10-27-20. |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED MITERED END SECTION          |                                         |                                                                                                                                                                                    |  |  |  |

**SURVEY NOTE:** 

THE SURVEY DATA SHOWN IN BASED UPON A SURVEY

ACCURACY SHOWN IS NOT CONSTRUCTION LEVEL. THE DESIGN

BUILD TEAM WILL BE REQUIRED TO PREPARE AN UPDATED TOPOGRAPHIC SURVEY OF THE SITE AND ADJUST PROPOSE GEOMETRY AND TOPOGRAPHY ACCORDINGLY.

PREPARED IN 2012, AND AERIAL PHOTOGRAPHS. THE

SURFACE FLOW ARROW

MATCH EXISTING GRADE

PROPOSED ELEVATION (TOP OF CURB/BOTTOM OF CURB)

**GRADING & DRAINAGE NOTES:** 

SITE CONSTRUCTION CALLOUTS:

1) CONNECT TO EXISTING CONCRETE SIDEWALK

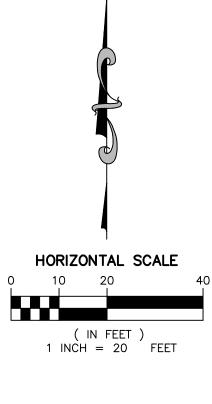
2 6" CONCRETE SIDEWALK

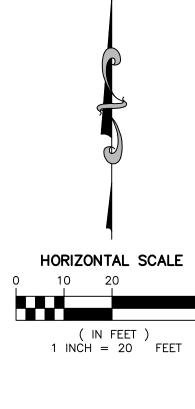
3 TYPE 'D' CURB

- ALL EARTHWORK ACTIVITIES (CUT, FILL, DREDGING, ETC.) SHALL BE PERFORMED IN ACCORDANCE TO THE GEOTECHNICAL REPORT RECOMMENDATIONS.
- 2. CONTRACTOR TO OBTAIN A COPY OF THE GEOTECHNICAL REPORT AND MAINTAIN IT ON-SITE AT ALL TIMES.
- 3. EARTHWORK ACTIVITIES SHALL BE MONITORED AND PERFORMED UNDER CLOSE SUPERVISION OF THE GEOTECHNICAL ENGINEER AND FOLLOWING THE GEOTECHNICAL REPORT RECOMMENDATIONS FOR METHODOLOGY, PROCEDURES, COMPACTION, ETC.

4. NO CONSTRUCTION ACTIVITIES (EARTHWORK, UTILITIES, TREE REMOVAL, OR GROUND

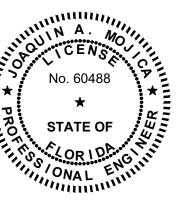
- 5. CONTRACTOR SHALL FIELD VERIFY LOCATION, INVERT, ELEVATION, MATERIALS AND PIPE SIZE BEFORE CONSTRUCTION BEGINS.
- 6. PROPOSED SIDEWALKS SHALL NOT EXCEED 2% ACROSS AND 5% LONGITUDINAL.
- 7. ALL PROPOSED GRADES AND CONTOURS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 8. CONTRACTOR SHALL OBTAIN A COPY OF THE SITE GEOTECHNICAL REPORT AND INCLUDE ALL NECESSARY SOIL WORK IN THE PROJECT BID.
- 9. CONTRACTOR TO VERIFY SLOPES ON ALL SIDEWALKS, HANDICAP ZONES, RAMPS AND DRIVEWAY CONNECTIONS FOR COMPLIANCE WITH ADA REQUIREMENTS AND/OR OPERATIONAL FUNCTIONABILITY PRIOR TO POURING FINAL CONCRETE OR ASPHALT.
- 10. CONTRACTOR SHALL CONTACT ENGINEER OF RECORD AT LEAST 24 HOURS PRIOR TO POURING CONCRETE OR PLACING ASPHALT ON ALL DRIVEWAY/CURB CUT CONNECTIONS FOR ENGINEERING INSPECTIONS.
- 11. ALL RIGHT-OF-WAY DISTURBED BY THIS WORK SHALL BE RESTORED TO IT'S ORIGINAL CONDITION AND IN ACCORDANCE WITH APPLICABLE COUNTY CODES. ALL DISTURBED AREAS MUST BE SODDED, MATCHING EXISTING GRASS TYPE.
- 12. ELEVATIONS HEREON REFER TO THE XXXXXXXXXXXXXXXXXXXXXXXXXX (XXXX 'XX) UNLESS OTHERWISE NOTED.





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This item has been digitally signed and sealed by Joaquin A. Mojica, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

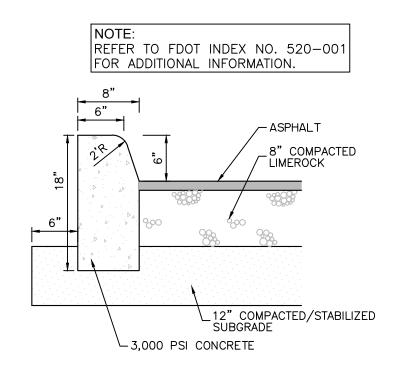


CERTIFICATES OF AUTHORIZATION: B7318 LB6680 LC03 DES. DWN. CHK. PROJECT / FILE NO. 20-00015 DRAWING NO. C2.0

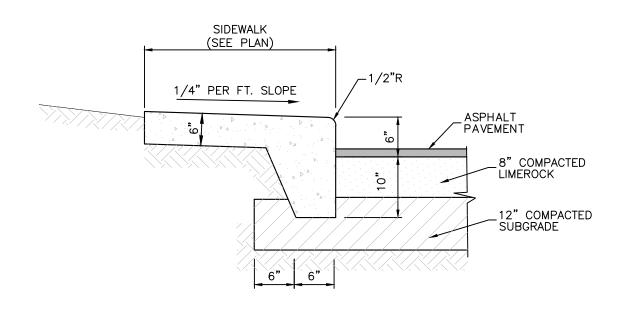
DATE DRAWN:

6/12/18

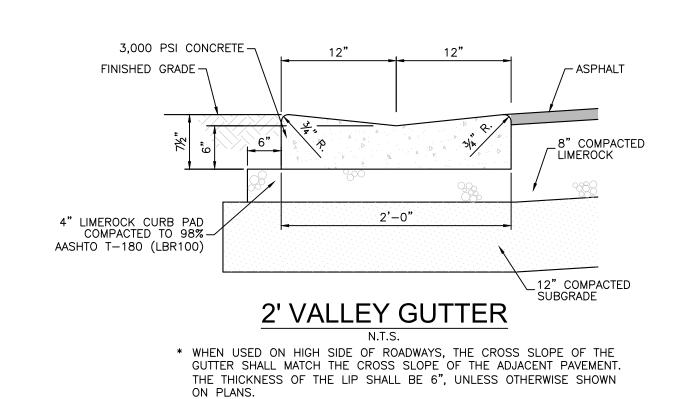
APPROVED : JOAQUIN A. MOJICA, P.E. FLA. REGISTRATION NO. 60488 DATE : 11/28/2022

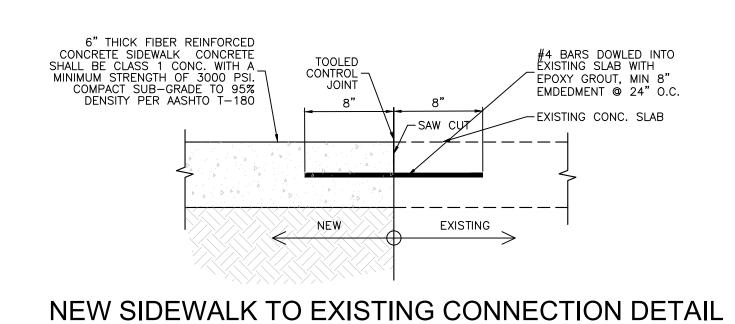


TYPE 'D' CURB N.T.S.

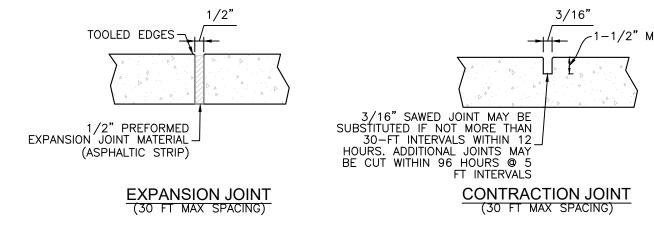


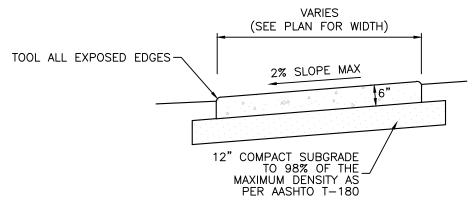
MONOLITHIC CURB AND SIDEWALK DETAIL (3,500 PSI (MIN))





N.T.S.



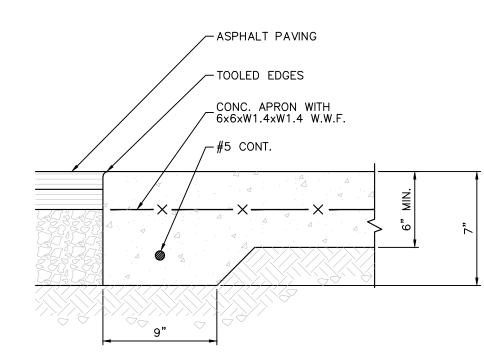


1. PROVIDE EXPANSION JOINTS BETWEEN SIDEWALK AND CURB OR AT ANY OTHER RIGID

- STRUCTURE/MATERIAL. 2. EXPANSION JOINTS SHALL BE PROVIDED AT 30 FT MAX SPACING. SIDEWALK JOINTS PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS OR AS APPROVED BY ENGINEER. 3. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 3,000 PSI @ 28 DAYS FOR
- SIDEWALKS/WALKWAYS. 4. FOR SIDEWALKS COMPACT SUBGRADE TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY
- TOOLED CONTRACTION JOINT SHALL BE PROVIDED AT 5 FT MAXIMUM SPACING. SAWED CONTRACTION JOINT MAY BE SUBSTITUTED IF CUT AT NO MORE THAN 30 FT INTERVALS WITHIN 12 HOURS AFTER CONCRETE HAS SET. ADDITIONAL CUTS AT 5 FT INTERVALS MUST BE CUT WITHIN 96 HOURS. SIDEWALK JOINTS PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T.
- STANDARDS OR AS APPROVED BY ENGINEER.

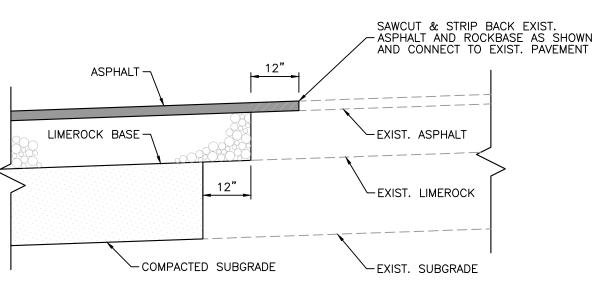
  6. ALL CONCRETE SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.D.O.T. STANDARDS, INCLUDING ANY REQUIRED 'CURB RAMPS'.

CONCRETE WALKWAY/SIDEWALK

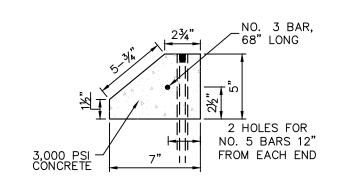


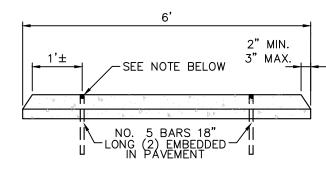
FLUSH CONCRETE SIDEWALK TO PAVEMENT EDGING DETAIL

N.T.S. (3,500 PSI (MIN))



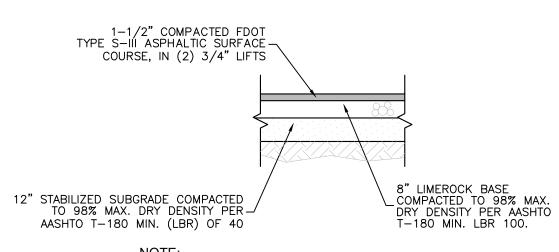
CONNECTION TO EXISTING PAVEMENT DETAIL N.T.S.





BARS TO BE DRIVEN 3/4 INCHES BELOW TOP OF WHEEL STOP AND GROUT FILLÉD FLUSH WITH TOP OF WHEEL STOP.

WHEEL STOP DETAIL

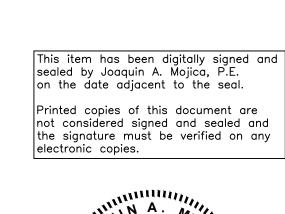


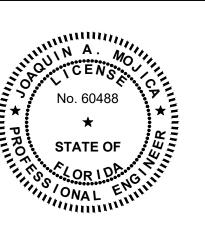
PAVEMENT AREAS SHOULD BE COMPACTED TO A MINIMUM OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY TO A DEPTH OF AT LEAST 12" BELOW THE SUBGRADE LEVEL.

**ASPHALT PAVEMENT TYPICAL CROSS-SECTION** 

N.T.S.

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APPROVED : JOAQUIN A. MOJICA, P.E. FLA. REGISTRATION NO. 60488 DATE : 11/28/2022

DETAIL

CERTIFICATES OF AUTHORIZATION: B7318 LB6680 LC03 DES. DWN. CHK. PROJECT / FILE NO. 20-00015 DRAWING NO. C2.1 DATE DRAWN:

6/12/18

FIE

## ATTACHMENT C BOCA RATON AIRPORT FLIGHT OBSERVATION AREA MEETING MEMORANDUM



### **Email Memorandum**

To: Clara Bennett, Scott Kohut – Boca Raton Airport Authority

Copy To: Pete Ricondo, Bryce Wagner - Ricondo & Associates, Inc.

From: Sharon Hauber - HDA

Re: Boca Raton Airport Flight Observation Area

June 16, 2021, Board Meeting Summary and Next Steps (with revisions)

Date: June 24, 2021

As a result of the June 16, 2021, Board meeting, and our previous conversations about the Flight Observation Area, please find the following summary of my understanding of the meeting and the next steps as we move forward with the latest Flight Observation Area design:

### June 16, 2021, Flight Observation Area Board Meeting Summary

- Five shade structure companies presented their products and their version of how they would proceed with the Flight Observation Shade Structure.
- Board members asked the company representatives questions relating to materials and warranty.
- The conclusion was that the material that was most appropriate for the proposed design, had the longest lifespan, could withstand high wind conditions, and therefore was preferred by the Airport Authority Board, was the PTFE (Polytetrafluoroethylene) coated fabric structures as depicted by Span Systems, Inc. (This meeting did not include the selection of a company only the confirmation of the most appropriate structure material for this application).

### **Next Steps/Other Features**

With budget and community outreach considerations in mind, we need to determine how to proceed with the design refinement and detailing of the following features:

- Signage & Wayfinding Determine who will design and detail this effort.
   This could be done later in the design process.
  - Exterior Directional Signage
     (Possible Signage: Spanish River Blvd., Glades Road, Airport Road, University Drive, FAU Blvd. NW 8<sup>th</sup> Ave., NW 35<sup>th</sup> St.)
  - Facility Identification (at the Flight Observation Area entrance)
  - Policy Signage (Hours, Rules & Regulations)
  - Informative Signage (Airport and Environmental)
- Feature Design & Detailing Determine the design and detail of the Anemometer and windsock feature as well as possible other sponsored monuments like the laser cut metal signs in the Plaza.

Please let me know if I overlooked or misstated anything in this memo. Also let me know if you have questions about the summary or next steps as summarized.

Exhibit B: Boca Raton Airport Authority Drug Free Workplace Policy

### BOCA RATON AIRPORT AUTHORITY DRUG-FREE WORKPLACE POLICY AND PROCEDURES

### **Article I: Introduction**

The Boca Raton Airport Authority (Authority) has a vital interest in maintaining a safe, healthy, and efficient working environment. An employee under the influence of a drug or alcohol on the job or the use, sale, purchase, transfer, or possession of an illegal drug or alcohol in the workplace poses unacceptable risks for safe, healthy, and efficient operations to other employees, tenants, users, and the public. The Authority is obligated to the public and its employees to provide services that are free of the influence of illegal drugs and alcohol and will endeavor to provide drug- and alcohol-free services. The Authority complies with federal and state rules, regulations and laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

The Airport Authority's health insurance includes an Employee Assistance Program for those who wish to voluntarily seek treatment for a drug or alcohol program. The Authority shall provide a drug awareness program in the form of employee training. Additional information on drug and alcohol assistance programs can be found through the Substance Abuse Mental Health Program operated by the Florida Department of Children and Families by visiting MyFLFamilies.com.

### **Article II: Definitions**

- a. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b. "Alcohol concentration." The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
- c. "Alcohol screening device (ASD)." A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
- d. "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- e. "Confirmation test", "confirmed test", or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite

**⊥** 00895328-7

- in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- f. "Drug" means amphetamine; marijuana; cocaine; opiates, and phencyclidine (PCP). The Authority may test an individual for any or all of such drugs.
- g. "Drug rehabilitation program" means a service provider, established pursuant to Florida Statute 397.3ll (43), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- h. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration for the purpose of determining the presence or absence of a drug or its metabolites.
- i. "Employee" means any person who works for salary, wages, or other remuneration for the Authority.
- j. "Employee Assistance Program" (EAP) means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to Florida Statute 397.311(43).
- k. "Employer" means the Authority.
- 1. "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- m. "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- n. "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the Authority's Drug-Free Workplace drawn from specific objective and articulable facts and reasonable inferences drawnfrom those facts in light of experience. Among other things, such facts and inferences may be based upon:
  - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
  - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

- 3. A report of drug use, provided by a reliable and credible source.
- 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- 5. Information that an employee has caused or contributed to an accident while at work.
- 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- o. "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

### **Article III – Statement of Drug Free Work Place Policy**

In order to achieve these desired standards, the Authority prohibits possession of alcohol and/or illegal drugs in Authority vehicles, illegal drugs from being brought on the airport premises, the use of alcohol and/or illegal drugs during the workday, the unlawful manufacture, distribution, dispensation or use of alcohol or controlled substances not prescribed for use by a licensed physician in the workplace, and further prohibits Authority employees from working while impaired or under the influence of legal or illegal drugs, alcohol, and other substances.

**Section One.** As a condition of employment, all employees are required to abide by the terms of this procedure and to notify Authority management of any criminal drug statute violation or any conviction for a violation occurring in the workplace no later than five days after such conviction.

**Section Two.** To maintain a safe and healthy work environment and to ensure compliance with state and federal laws, the Authority authorizes, at its expense, drug testing under the circumstances and conditions defined within this procedure.

**Section Three.** Employees found to be under the influence of alcohol or controlled substances or refusing to be tested when an accident or injury occurs may forfeit their eligibility for medical and indemnity benefits through the Authority's Workers' Compensation benefits and may be subject to disciplinary action up to and including termination.

**Section Four.** Employees who violate any of the alcohol or controlled substance use prohibitions shall be removed immediately from performing the duties of their positions.

**Section Five.** When the use of alcohol or controlled substances by an employee is confirmed through an authorized test, disciplinary action shall be in accordance with Authority

**3** 00895328-7 Personnel Procedures. Under no circumstance will the employee be allowed to return to a position and/or task until a return to work test has been conducted and test results obtained.

### Article IV - Alcohol and Drug Use Prohibitions.

The sale and/or distribution of drug(s), as defined in Article II, Section f of the Definitions, on Authority premises by an employee shall result in immediate termination or suspension without pay pending an investigation and may be reported to the appropriate law renforcement agency. Employees who are convicted or sentenced for on or dethe-job illegal drug activity will be considered in violation of this policy and subject to disciplinary action up to and including termination of employment. The term "sentenced" shall include, but not be limited to, sentencing as a result of no contest pleas. Employees must report any conviction under a criminal drug statute for violation occurring on or off duty. Such a report must be made within five (5) days after the employee receives notice of the conviction.

### Article V - Alcohol and Drug Testing.

**Section 1. Mandatory Testing.** The conditions and circumstances for conducting drug testing are defined below. Refusal to submit to an alcohol or drug test/analysis when required by the Authority in accordance with these procedures or refusal to sign a testing consent form, may constitute insubordination, be grounds for disciplinary action up to and including dismissal. Any of the following behavior may be considered refusal to the test:

- a. Inability to produce sufficient quantities of urine (within a reasonable time) without a valid medical explanation by a medical doctor.
- b. Tampering with or attempting to adulterate the specimen.
- c. Interfering with the collection procedure.
- d. Not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; or having a test result reported by an MRO as adulterated or substituted. An employee must report to the testing site immediately upon notification. Immediately is defined as within ninety (90) minutes, unless otherwise authorized by the employee's department director.

**Section 4. Post-Accident Testing.** Post-accident testing may be considered a form of reasonable suspicion testing. Post-accident testing shall be conducted on any employee who has caused or contributed to an accident while at work. Employees who are subject to post-accident testing will remain readily available for the test or may be deemed to have refused the tests. Employees are not prohibited from leaving the scene of the accident for the periods of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Section 5. Reasonable Suspicion Testing. All employees are subject to reasonable suspicion testing. Supervisors are responsible for monitoring employees for alcohol and drug use and contacting their department director or another director or manager when

**4** 00895328-7

there is reasonable suspicion that an employee is under the influence of alcohol or drugs. Reasonable suspicion may include but is not limited to: observable behavior such as drowsiness or sleepiness, slurred or incoherent speech, unusually aggressive behavior, mood swings, lack of coordination, multiple workplace accidents or outside information indicating that the individual may be under the influence or involved with use and/or distribution of alcohol or drugs.

- a. Supervisors who have reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty must prevent the employee from further engaging in work, and should take reasonable steps to prevent the employee from leaving the workplace, as practicable. Appropriate law enforcement personnel should be notified if the employee is suspected of being impaired and has left the workplace while operating a motorized vehicle.
- b. Supervisors are encouraged to seek a second member of management to confirm initial suspicion.
- c. The Supervisor must document the facts upon which he/she concluded that reasonable suspicion existed to initiate drug testing, including but not limited to, the completion of the Unusual Behavior Observation Form and the completion of signed statements by other credible witnesses, as applicable. Such documentation shall be completed and given to the Department Director and/or Executive Director no later than 48 hours after the events that triggered the Supervisor's determination, and must be kept confidential and exempt from disclosure under the Public Records Law, Florida Statutes 119.07; however, this documentation will be provided to the employee, upon request.
- d. The Supervisor must notify the employee in writing of the need for testing. A member of management should be present whenever possible.
- e. If the drug testing company is not able to provide testing on site, the supervisor must coordinate or arrange for transportation of the employee directly to the designated testing facility.
- f. The supervisor is responsible to ensure the employee completes the Authority's Reasonable Suspicion form prior to testing.
- g. Alcohol testing shall be conducted by <u>use</u> of an alcohol screening device to detect alcohol concentrations in breath or saliva. Any alcohol concentration greater than 0.04 is considered a positive test result for alcohol.

### **Section 6. Post-Testing Procedures.**

- a. Upon completion of the drug testing, supervisors must coordinate or arrange for transportation directly to the employee's residence. However, employees may transport themselves in the event of routine post-accident testing when the employee does not exhibit signs of impairment at the time the test is completed or in cases of random testing.
- b. Where testing has occurred as a result of an accident or a finding of reasonable suspicion, the employee will be placed on paid administrative leave pending receipt of the test results.
- c. The Executive Director shall contact the employee's department director when the

- results are received and the employee is cleared to return to work. The Director must then notify the employee to return to work within a reasonable period of time or arrange to use accrued vacation or personal leave for the remainder of that working day.
- d. Follow Up Testing: If the employee in the course of employment enters an employee assistance program or an alcohol and drug rehabilitation program for drug-related problems as the result of a positive drug screen conducted on the basis of reasonable suspicion, the Authority will require the employee to submit to a drug test as a follow-up to such program, on an annual basis for up to two years after the completion of the program. If the employee voluntarily enters a program, the Authority may require the employee to submit to a drug test as follow-up to such program, in the same manner.

**Section 7. Testing Laboratory.** The laboratory used to analyze initial and confirmation testing will be licensed by the Agency for Health Care Administration to perform such tests.

**Section 8. Medical Review Officer.** The Authority may contract with or otherwise designate or employ a Medical Review Officer (MRO), who is responsible for interpreting and evaluating an employee's test result.

- a. If the initial test is positive, the MRO will contact the employee or applicant directly by telephone to discuss the possible use of prescription or non-prescription medications. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO within five working days after receiving the written notification of the test result. If the employee's or applicant's explanation or challenge is unsatisfactory in the professional judgment of the MRO or where the employee or applicant fails to speak to the MRO, does not return MRO messages, or if the MRO is unsuccessful in contacting the employee of applicant at the number provided, the MRO shall report a positive test result back to the Authority.
  - ii. If the MRO informs the Authority that a drug test sample was diluted or contaminated, the Authority will treat the test as a verified positive test. The Authority will not direct the employee to take another test based on the fact that the specimen was diluted or contaminated, where there is objective evidence that the employee was responsible for the dilution or contamination.

**Section 9. Positive Results.** Upon determination of a positive test for alcohol and/or a controlled substance, regardless of the levels:

a. The employee must be removed from any and all work tasks for a minimum of 24 hours. The employee may not perform any safety-sensitive functions until the employee has been administratively returned to work in his/her full capacity,

00895328-7

including but not limited to:

- 1. Driving any vehicle, or equipment when he/she could potentially injure him/herself or others.
- 2. Operating any dangerous equipment such as chain saws, riding mowers, etc.
- 3. Performing any flagging or other work zone activities where he/she could create a greater hazard to him/herself, other employees, the public and/or cause property damage.
- 4. Conducting any operations such as lockout/tagout.
- b. An employee who is determined to have tested positive for alcohol and/or a controlled substance will be referred to the Employee Assistance Program (EAP) for evaluation and treatment and/or referral to an alcohol or drug rehabilitation program. Said treatment program and follow-up testing will be at the employee's own expense.
- c. The Authority shall not terminate an employee on the basis of his/her first confirmed positive test unless:
  - 1. The employee has either refused to participate in the EAP and/or an alcohol or drug rehabilitation program or has failed to successfully complete such program(s), as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program; or
  - 2. The employee has failed or refused to sign a written consent form allowing the Authority to obtain information regarding the progress and successful completion of the Employee Assistance program and/or alcohol and drug rehabilitation program.
  - 3. Employees who receive positive test results and choose not to resign or receive assistance will be terminated.
  - d. Any employee electing to participate in the EAP and alcohol or drug rehabilitation program, shall be subject to follow-up testing until it can be ascertained they have successfully completed the rehabilitation process. Follow-up testing shall be under the supervision of the EAP. Upon successful completion of the EAP or an alcohol and drug rehabilitation program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation unless the employee was on a leave of absence without pay, in which case return to a position cannot be guaranteed. The Authority's policies regarding a "leave of absence" apply to employees who have been placed on an administrative leave of absence without pay due to a positive test result.
  - f. Within five working days after receiving notice of a positive confirmed test result, the employee may submit information to the Authority explaining or contesting the test results and explaining why the result does not constitute a violation of this procedure. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the Authority and, if so, why the employee's explanation is unsatisfactory, along with the report of the confirmed positive results. All such

documentation will be kept confidential by the Authority and retained for at least one year, or as otherwise provided by the Florida Public Records law, whichever is longer.

**Section 10. Harassment/Retaliation/Discrimination and Obligation to Report.** The Authority will not tolerate harassment, retaliation or discrimination against any employee who, in good faith and based upon reasonable suspicion, reports or investigates an alleged violation of this procedure. The Authority shall take appropriate disciplinary action up to and including termination of employment against employees for any harassment, retaliation or discrimination actions or activities related to the reporting of violation of this procedure.

Additionally, any employee who has knowledge of or reasonably suspects an employee's illegal drug or alcohol use in violation of this procedure has the obligation to report such activity immediately to his or her supervisor, department director or the Executive Director. Employees who fail to report such activity or who are not forthright during an investigation regarding an employee's alleged drug or alcohol use in violation of this procedure are subject to disciplinary action up to and including termination of employment.

**Section 11. Confidentiality** – **Records.** Employee drug and alcohol testing records are confidential. Test results and other confidential information may be released only to the Authority and the EAP professional. Any other release of this information is only with the employee's consent. If an employee initiates a grievance, hearing, lawsuit, unemployment compensation claim, or other action as a result of this procedure, then the Authority may release relevant information to the decision maker and in accordance with Chapter 440, Florida Statutes.

**Section 12. Confidentiality - Reporting of Medication Use.** Employees must realize that certain medications may alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy.

Employees who want more technical information about medications may consult the testing site. To avoid the potential problems created by a false test result, procedures have been implemented to permit employees to confidentially report the use of medications. Employees may report the use of medications on the back of the copy of the chain of custody form after the specimen is collected. Medications known to alter or affect a drug test are listed below:

**AMPHETAMINES:** Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ioamine, Fastine

MARIJUANA: Marinol (Dronabinal, THC)

**COCAINE:** Cocaine HCI topical solution (Roxanne)

**8** 00895328-7

PHENCYCLIDINE: Not legal by prescription; PCP, Angel Dust

**OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine Empirin with Codeine, APAP with Codeine, Aspirin with

Codeine,

Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine

Expectorant,

Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine

sulfate),

Percodan, Vicodin, Tussi-organidine, et

**ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the

label for alcohol content. As an example, Vick's Nyquil is 25%

(50 proof) ethyl alcohol; Comtrex is 20% (40 proof);

Contac Severe Cold Formula Night Strength is 25% (50 proof)

and Listerine is 26.9% (54 proof)

00895328-7 BRAA DRUG POLICY

09-27-2017