



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

ADDENDUM NO. 1

Date: Thursday, July 31 2025
Project Name: Portable Generator Connections
Owner: Boca Raton Airport Authority
Owner Project No.: 2025-BRAA-007
Garver Project No. 2501531

This addendum shall be a part of the Drawings, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Drawings, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

This addendum includes the following information:

A. CHANGES TO THE BID DOCUMENTS

- a. REMOVE the Project Manual document in its entirety and REPLACE with the same attached hereto.
 - i. Note: The only changes are all Buy American forms and language is struck thru as not required (changes highlighted) with corresponding section footers noted as "ADDENDUM NO. 1."
- b. REMOVE Drawing Sheet G301 in its entirety and REPLACE with the same attached hereto.
 - i. Note: The clouded change is to revise observed work holidays as discussed in the pre-bid meeting.

B. FOR REFERENCE ONLY, NOT CONTRACT DOCUMENTS OR CHANGES TO BID DOCUMENTS

- a. Pre-Bid Conference sign-in sheet, agenda, and presentation.
- b. BCT Badge Form

By: _____

John Carrigan, P.E.

ATTACHMENTS:

- 1. Project Manual
- 2. Drawing Sheet G301
- 3. Pre-Bid Conference sign-in sheet, agenda, and presentation
- 4. Questions and Answers No. 1
- 5. BCT Badge Form

END OF ADDENDUM NO. 1



**BOCA RATON AIRPORT
BOCA RATON, FLORIDA**

Boca Raton Airport Authority

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

Airport Executive Director

Clara Bennett

Design Team

Garver, LLC

Airport Counsel

Amy Taylor Petrick
Lewis, Longman, & Walker. P.A.

CONTRACT BID DOCUMENTS

FOR

BOCA RATON AIRPORT

BCT Portable Generator Connections

Project Manual

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

BOCA RATON, FLORIDA

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

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INVITATION TO BID

BID NO. 2025 BRAA-007

PROJECT: BCT Portable Generator Connections

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

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

Until the hour of **2:00 PM**, Local Time, on 8/8/2025 and said bids will be opened and publicly read immediately thereafter in the conference room, at the above address, on the same day.

Project Description:

Scheduled hours for performing all work:
8:00 AM to 4:30 PM; Monday through Friday

The work must conform to the plans and specifications, which may be obtained digitally or examined on or after 7/24/2025 at:

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

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

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

Date of Advertisement:	Sunday, 7/20/2025
Date of Pre-Bid Conference:	Monday, 7/28/2025, (11:00 AM)
Deadline for Requests for Clarification:	Friday, 8/1/2025, (2:00 PM)
Deadline for Submission and Bid Opening:	Friday, 8/8/2025, (2:00 PM)



INSTRUCTIONS TO BIDDERS (Form BID001)

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

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

Execution of a Solicitation Response:

- 1.1. Solicitation response must contain a signature of an individual authorized to bind the Bidder. Electronic signatures or digital signatures shall have the same effect as an original signature.
- 1.2. No award will be made to a Bidder who is delinquent in payment of any fees, fines, contractual debts, judgments, or any other debts due and owed to the BRAA, or is in default on any contractual or regulatory obligation to the BRAA. By submitting this solicitation response, a Bidder attests that it is not delinquent in payment of any such debts due and owed to the BRAA, nor is it in default on any contractual or regulatory obligation to the BRAA. In the event a Bidder's statement is discovered to be false, BRAA may reject Bidder's bid, and the BRAA may terminate any contract it has with a Bidder.
- 1.3. By submitting this solicitation response, Bidder attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BRAA as a basis for rejection, rescission of the award, or termination of the contract and may also Bidder be considered as negative past performance on future bids submitted by the Bidder to the BRAA.
- 1.4. The Bidder agrees, if this bid is accepted, to contract with BRAA, an independent special district of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.

2. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder before submitting a solicitation response, to:
 - 2.1. Examine the Contract Documents and all addenda thoroughly;
 - 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
 - 2.3. Take into account federal, state and local laws, regulations, ordinances, and the BRAA Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
 - 2.4. Study and carefully correlate Bidder's observations with the Contract Documents;
 - 2.5. Carefully review the Contract Documents and notify the BRAA of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known; and
 - 2.6. The submission of a bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
3. **Addenda:** The Executive Director may issue a written addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder 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 Bidder's responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued. If, upon review, material errors in the specifications are found, it is the responsibility of the Bidder to contact the BRAA immediately, prior to the opening date, to allow for review and subsequent clarification on the part of BRAA.
4. **Submission of Bids:** It is the Bidder's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. The BRAA will not consider solicitation responses not received in accordance with the solicitation. Any timeframe references are in Eastern Standard Time.
5. **Bid Opening:** All bids received shall be publicly opened in the presence of one or more witnesses at the BRAA Administrative Offices or other designated location.

6. **Cone of Silence:** Pursuant to Section 20 “Procurement Code Cone of Silence” of the Procurement Code of the BRAA, and subject to any exceptions described therein, any verbal or written communication between a Proposer or any of its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of the Executive Director’s staff consultants or agents regarding a solicitation is under a “cone of silence” and is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of the Proposers, whichever occurs first. The following exceptions apply to the cone of silence set forth above:
- 6.1. Any verbal or written communication between a Proposer or its representatives, employees or agents and the Authority or any of its members, or the Executive Director or any of Executive Director’s staff, consultants or agents regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.
 - 6.2 The following exceptions apply to the cone of silence set forth above:
 - 6.2.1 The written response to the solicitation, including bids, proposals and letters of interest;
 - 6.2.2 Communications expressly allowed by the solicitation, including without limitation any interviews conducted during the solicitation evaluation;
 - 6.2.3 Any communication made pursuant to Sections 14, 15, or 16 of the BRAA Procurement Code;
 - 6.2.4 Any communication made with Airport Legal Counsel; and
 - 6.2.5 Any communications made on the record at a public noticed meeting of the Board.
7. **Acceptance or Rejection of Bids:** BRAA reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within ninety (90) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and fifty (150) calendar days from the bid opening date. A Bidder may withdraw its bid after the expiration of one hundred and fifty (150) calendar days from the bid opening date by delivering written notice of withdrawal to the BRAA prior to award of the Contract. The effective date of the withdrawal shall be the date the BRAA receives the notice. The withdrawal notice must be on company letterhead and signed by an authorized agent of the Bidder.
8. **Change of Bid:** Prior to the scheduled due date for Bids, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm’s letterhead, signed by an authorized agent stating that the new Bid replaces the original Bid. The new

submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after Bids have been opened.

9. **Waiver of Technicalities or Irregularities:** BRAA reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
10. **Determination of Award:** Except where the BRAA exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by BRAA to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as BRAA determines to be in its own best interests, and application of any preferences, as applicable.
11. **Federal or State Grantor Agencies:** If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and BRAA's regulations, the more stringent regulations concerning the determination for award shall apply.
12. **Qualifications of Bidders:** BRAA will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to BRAA. The BRAA reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The BRAA will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The BRAA reserves the right to consider a Bidder's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Bidder should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the BRAA immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
13. **Occupational Health and Safety:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the BRAA.

14. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or Bidders' names, trade names, catalog numbers, or otherwise, BRAA, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Bidders which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.
15. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the BRAA Procurement Code, which may be found at www.bocaairport.com.
16. **Battery Disposal:** The Bidder must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
17. **Dun & Bradstreet Report Requirement:** The BRAA may review the Bidder's rating and payment performance to assist in determining a Bidder's responsibility when being evaluated for a contract award.
18. **State of Florida Division of Corporations Requirements:** It is the Bidder's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations. BRAA will review the Bidder's business status based on the information provided in response to this solicitation. If the Bidder is an out-of-state or foreign corporation or partnership, the Bidder must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Bidder must remain in good standing throughout the contractual period of performance.
19. In compliance with Section 287.05701, Florida Statutes, the BRAA shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible bidder. The BRAA shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

Bid Preparation Checklist

- ☐ Bid Form (Form BID002)
- ☐ Bid Price Form (Form BID002-1)
- ☐ Contract Time and Liquidated Damages Disclosure (Form BID002-2)
- ☐ Prime Contractor Work (Form BID002-3)
- ☐ Designation of Subcontractors (Form BID002-4)
- ☐ Bid or Proposal Bond (Form BB001)
- ☐ Bid Guarantee – Unconditional Letter of Credit (Form BB002)
- ☐ Schedule 1 Bidder's Information (Form DBE001)
- ☐ Schedule 2 Monthly Utilization Report (DBE002)
- ☐ Schedule 3 Prompt Payment Certification (DBE003)
- ☐ ~~Schedule 1 List of Proposed DBE Subcontractors (Form DBE001)~~
- ☐ ~~Schedule 2 DBE Subcontractor and Supplier Solicitation Sheet (DBE002)~~
- ☐ ~~DBE Statement of Good Faith Efforts (DBE004)~~
- ☐ Trench Safety Affidavit (Form BID003)
- ☐ Bidder Information Sheet (Form BID004)
- ☐ Subcontractor Information Sheet (Form BID005)
- ☐ ~~Bidder Compliance Certificate – FAA Grants (Form BID006A)~~
- ☐ Bidder Compliance Certificate – FDOT Grants (Form BID006B)
- ☐ ~~Buy American Certification (Form BID007)~~
- ☐ Notice and Certification Regarding Foreign Participation (Form BID008)
- ☐ Sworn Statement Regarding Public Entity Crimes (Form BID009)
- ☐ ~~Standard Federal Requirements and Certifications (Form FED001)~~
- ☐ Standard FDOT Requirements and Certifications (Form FDOT001)

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

[] FAA Grant Requirements –

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

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

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

BIDDER shall also complete and submit *Form FDOT001 - Standard Federal Requirements and Certifications*.

[] Disadvantaged Business Enterprise (DBE) Requirements

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

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

The obligation of BIDDER is to make good faith efforts. The BIDDER can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

We will ensure that all information is complete and accurate and adequately documents the BIDDER's good faith efforts before we commit to the performance of the contract by the BIDDER.

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

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

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

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

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

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

- [] Additional Surety Requirements – _____

[This Sheet Intentionally Left Blank]

BID FORMS

BID FORM (Form BID002)



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

BID NUMBER: 2025-BRAA-007

DATE: _____

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled:
BCT Portable Generator Connections as well as the premises and conditions affecting the work,

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

ADDENDA

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

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

TIME

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

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

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

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

ACCEPTANCE OF BID

BIDDER understands and agrees that the BRAA reserves the right to accept or reject any or all bids submitted for a period of up to sixty (60) calendar days from date of bid opening. Bidder further understands and agrees that its Bid shall remain an open offer, which the BRAA may accept, for sixty (60) calendar days regardless of the acceptance of another Bid during that period. Bidder agrees that it will not withdraw its Bid for said period of time. The Bidder understands and agrees that BRAA reserves the right to accept or reject any or all alternates, without regard to the listed order.

PRIME CONTRACTOR/SUBCONTRACTOR WORK DESIGNATION

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

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

Respectfully Submitted,

(Name of Bidding Firm)

Address:

By: _____

Print Name: _____

Title: _____

FLORIDA STATE CONTRACTOR DATA:

License Number: _____

Classification: _____

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

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

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

Base Bid TOTAL: \$ _____

In words: _____

Project Alternatives (If Applicable)

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

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

PROJECT NAME: BCT Portable Generator Connections

THIS FORM MUST ACCOMPANY BID FORM BID002 AND MUST BE COMPLETED AS APPLICABLE.

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

As detailed in Section 3.2 of the Contract:

COMPLETION TYPE	DURATIONS	LIQUIDATED DAMAGES FOR DELAY
Completion of Preliminary work in Project Administrative Period	30 calendar days from issuance of Administrative Notice to Proceed (Material Procurement Period)	\$ 250 per day
Airfield Re-Opening	N/A	N/A
Substantial Completion (Project Construction Period)	30 calendar days from the Project Initiation date set forth on the Construction Notice to Proceed	\$1,000 per day
Final Completion (Project Close-out Period)	No later than 30 calendar days from issuance of the Certificate of Substantial Completion	\$1,500 per day

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

(Name of Bidding Firm)

By: _____

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

PROJECT NAME: _____

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

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

Item	Description Of Work	Contract Amount
1.		\$
2		\$
3		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
<u>TOTAL DOLLAR VALUE OF CONTRACTOR WORK:</u>		\$
<u>PERCENT OF WORK TO BE PERFORMED BY CONTRACTOR:</u>		%

Name of Bidder: _____

BIDDERS LICENSE NUMBER: _____

BIDDERS CERTIFICATION NUMBER: _____ CLASSIFICATION: _____

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

PROJECT: _____

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

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

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

*Subcontractor's Certification Number Must Be Provided.

Name of Bidder: _____

BIDDER'S INFORMATION (Attachment No. 5 to the Bid Form; BID002-5)

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: _____

AIP No. _____

Project Name: _____

Bidder's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(This form must be completed and submitted with the Bid.)

SUBCONTRACTOR'S INFORMATION (Attachment No. 6 to Bid Form; BID002-6)

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must be filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

Airport Name: _____

AIP No. _____

Project Name: _____

Subcontractor's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M

			<input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

(This form must be completed and submitted with the Bid.)

BID OR PROPOSAL BOND (Form BB001)



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

WHEREAS, the said Principal is herewith submitting a Bid to the Obligee in response to _____ Invitation to Bid No. _____ - _____ (the "Invitation to Bid").

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

SIGNED, SEALED AND DATED THIS _____ day of _____, 20____.

NAME OF SURETY: _____

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

_____ Type/Print

Countersigned:

BID OR PROPOSAL BOND Cont. (BB001)

By: _____
Florida Licensed Insurance Agent
Type/Print

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

State of _____
County of _____

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

Sworn, and subscribed to before me this _____ day of _____, 20____.

BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT (Form BB002)

BID NUMBER: _____

DATE: _____

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

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

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

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

BID GUARANTY – UNCONDITIONAL LETTER OF CREDIT Cont. (BB002)

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

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

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

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

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

Authorized Signature

Print Name: _____

Title: _____

TRENCH SAFETY AFFIDAVIT (Form BID003)

Project: _____

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

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

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

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

Certified and attested on behalf of BIDDER by: _____
on this _____ day of _____, 20____.

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20__ on behalf of _____ by _____ its _____. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

BIDDER'S INFORMATION SHEET (Form BID004) attachment 3

Project: _____

BIDDER shall complete and submit this form with its proposal.

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

DATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____

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

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE) : [☐] YES [☐] NO

CERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE) : [☐] YES [☐] NO

CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE (WBE) : [☐] YES [☐] NO

APPLICABLE LICENSES OR REGISTRATIONS:

Name: _____ **No:** _____

Name: _____ **No:** _____

Name: _____ **No:** _____

SUBCONTRACTOR INFORMATION SHEET (Form BID005) attachment 3

Project: _____

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____

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

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE) : ☐ YES ☐ NOCERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE) : ☐ YES ☐ NOCERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE (WBE) : ☐ YES ☐ NO**APPLICABLE LICENSES OR REGISTRATIONS:**

Name: _____ No: _____

Name: _____ No: _____

Name: _____ No: _____

SUBCONTRACTOR'S QUOTE: \$ _____

TYPE OF WORK: _____

BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS (Form BID006B)

Project: _____

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

This sworn statement is submitted by:

Name of BIDDER: _____

FEIN of BIDDER: _____

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

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

BIDDER COMPLIANCE CERTIFICATION – FDOT GRANTS Cont. (BID006B)

Certified and attested on behalf of BIDDER by: _____
on this _____ day of _____, 20____.

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___
online notarization, this _____ day of _____, 20__ on behalf of _____
_____ by _____ its _____
_____. He/she is personally known to me or has produced _____
as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

BUY AMERICAN CERTIFICATE (JAN 1991) (Form BID007)

Airport Sponsor: **Boca Raton Airport Authority**

Project: _____

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

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

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

* * * * *

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

BUY AMERICAN CERTIFICATE (JAN 1991) Cont. (BID007)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non ferrous metals; plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4

waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability)—The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver—The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
 b) At minimum two comparable equal bids and/or offers;
 c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
 d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Certified and attested on behalf of BIDDER by: _____ on this _____ day of _____, 20____.

STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____ on behalf of _____ by _____ its _____ . He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

**NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION
(Form BID008)**

Project: _____

BIDDER: _____

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

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

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

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

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

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

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

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

**NOTICE AND CERTIFICATION REGARDING FOREIGN PARTICIPATION
Cont. (BID008)**

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

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

Certified and attested on behalf of BIDDER by: _____
on this _____ day of _____, 20____.

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___
online notarization, this _____ day of _____, 20__ on behalf of _____
_____ by _____ its _____
_____. He/she is personally known to me or has produced _____
as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

**SWORN STATEMENT UNDER SECTION 287.133(3)(A). FLORIDA STATUTES ON
PUBLIC ENTITY CRIMES (Form BID009)**

Project: _____

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

This sworn statement is submitted by:

Name of BIDDER: _____

FEIN of BIDDER: _____

BIDDER hereby certifies and attests:

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

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

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

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES Cont. (BID009)**

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

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

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

AND

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A).FLORIDA STATUES
ON PUBLIC ENTITY CRIMES Cont. (BID009)**

Certified and attested on behalf of BIDDER by: _____
on this _____ day of _____, 20____.

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___
online notarization, this _____ day of _____, 20__ on behalf of _____
_____ by _____ its _____
_____. He/she is personally known to me or has produced _____
as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

END OF SWORN STATEMENT - PUBLIC ENTITY CRIMES

ANTI-HUMAN TRAFFICKING AFFIDAVIT (Form BID010)

I _____ (insert name) as _____

(insert title) on behalf of _____ (insert entity

name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s.

893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

:

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20__ on behalf of _____ by _____ its _____. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

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PROJECT FORMS

PAYMENT BOND (Form PF001)

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

Business Address: _____

Phone: _____

And _____, as Surety:

Business Address: _____

Phone: _____

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

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

The CONDITION OF THIS BOND is that if CONTRACTOR:

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

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

- a. Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b. A claimant, except a laborer, who is not in privity with CONTRACTOR shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the CONTRACTOR with a written notice that he or she intends to look to the bond for protection.
- c. A claimant who is not in privity with CONTRACTOR, and who has not received payment for its labor, materials, or supplies, shall no earlier than 45 days, or no later than ninety (90) days, after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the

performance of the labor or delivery of the materials or supplies and of the nonpayment.

- d. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions have been given.
- e. Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

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

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

ATTEST:

(Name of Corporation)

Secretary

(Signature and Title)

(Print/Type Name)

(Type Name and Title Above)

(Corporate Seal)

SURETY:

IN THE PRESENCE OF:

Agent and Attorney-in-Fact

Signature

(Print/Type Name)

(Print Name)

Address

Signature

City/State/Zip Code

(Print Name)

PERFORMANCE BOND (Form PF002)

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

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

The CONDITION OF THIS BOND is that if CONTRACTOR:

1. Performs the CONTRACT between CONTRACTOR and BRAA for construction of _____, 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
3. Performs the guaranties of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

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

(Signature and Title)

(Print/Type Name)

(Type Name and Title Above)

(Corporate Seal)

SURETY:

IN THE PRESENCE OF:

Agent and Attorney-in-Fact

Signature

(Print/Type Name)

(Print Name)

Address

Signature

City/State/Zip Code

(Print Name)

CONSTRUCTION CHANGE PROPOSAL (Form PF004)

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

<i>Keyword Description:</i> _____
<i>Date Quotation Required:</i> _____

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: _____
Engineer: _____	Date: _____

**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

☐ 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**

ADDITIONS:

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

DEDUCTIONS:

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

Subcontractor's Net: _____

Subcontractor's OH&P: _____

Subcontractor's Bond: _____

Subcontractor's Total: \$ -

Contractor's OH&P: _____

Contractor's Bond: _____

Insurance: _____

Tax: _____

Worksheet Total: \$ -

CERTIFICATE OF SUBSTANTIAL COMPLETION (Form PF005)

Provided herein are the terms and conditions for the issuance of Substantial Completion. By issuance 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, [REDACTED], 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 sufficiently complete, in accordance 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.

As of this date, [REDACTED], 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 Final Completion for the Project.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

The Contractor, Consultant, and the Contract Administrator shall cause to be prepared an agreed final punch list of all work yet to be completed by Contractor, which shall include the estimated cost of each item of work to be completed in order 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 the date for Substantial Completion, a 60-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. The date of FINAL Completion shall be no later than [REDACTED].

Boca Raton Airport Authority
Contract Administrator

Signature

Date: _____

REQUEST FOR INFORMATION/CLARIFICATION (FORM PF006)

Project: _____ **Number:** _____

To: _____ **From:** _____

RE: _____ **Date:** _____

Description: _____

Applicable Drawings/Sheet Reference: _____

Applicable Specifications: _____

Applicable Shop Drawings: _____

Provided below is project specific information and a formal request for additional information to be provided as clarification or directive to proceed under the specified condition.

☐ RFI/Clarification

☐ Field Directive

☐ Other

Contractor Request for Information/Clarification:

Engineer Clarification/Directive:

Airport Authority Representative

Signed: _____

Date: _____

Contractor Representative

Signed: _____

Date: _____

**BOCA RATON AIRPORT AUTHORITY
MONTHLY EMPLOYEE UTILIZATION REPORT**

This report is required by Executive Order 11246, Sec. 203. Failure to report may result in contracts being canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further federally funded contracts.

Reporting Period: From _____ To _____								
Job Categories	Total Number per Job category	White	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Minority Percentage	Female Percentage *
Officials and Managers								
Professionals								
Technicians								
Sales Workers								
Office and Clerical								
Craft Workers (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								

Company Official Name and Title

Signature

Date

* This item presents a percentage of the total number of hours worked on said contract for the reporting period.

SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION (PF008)

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. A completed copy of this form shall be submitted to the Prime Contractor you are working for at least 7 days prior to an application for payment. Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application.

Should a Subcontractor indicate that they have not received payment for work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

=====

Project Title: _____

Airport Name: _____

AIP No.: _____

Company Name: _____

Company Address: _____

_____ Contact Phone No.: _____

Contractor's Name you subcontract to: _____

=====

1. Have you performed work on this project within the last 30 days? Yes ___ No ___

2. Has the work you performed within the last 30 days been completed and accepted by the Engineer?

Yes ___ No ___ Not sure ____

3. Have you been paid by the contractor you subcontracted with for the work you performed?

Yes ___ No ___

4. Estimated value of work performed in which you did not receive payment: \$ _____

5. Have you completed all work that you are required to perform on this contact? Yes ___ No ___

Written Name of Subcontractor's Rep. _____

Signature: _____

Date: _____

FINAL RELEASE AND AFFIDAVIT (PF010)

STATE OF FLORIDA)

COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) As of the date of this Final Release and Affidavit, and in accordance with the Contract Documents and in consideration of \$ _____ paid, _____ (“Contractor”) releases and waives for itself and its subcontractors, material persons, successors and assigns, all claims, disputes, protests, demands, damages and/or causes of action, costs and expenses, whether sounding in law or in equity, known or unknown, that were asserted or could have been asserted against The Boca Raton Airport Authority (“Owner”), its employees, agents, consultants, Board members, successors, assigns, and representatives, relating in any way to the performance of Contract No. _____ between Contractor and Owner, dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material persons, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of lien or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor’s Final Application for Payment No. _____ in the amount of _____ in the amount of \$ _____, which represents full accord and satisfaction of, and full and final payment for, all compensation due and owing to Contractor, including release of retainage still held by Owner.

(5) This Release and Affidavit includes but is not limited to any and all claims for payment related to: the release of retainage; a request, whether approved or unapproved, for change to Contract Time or Contract Price, requested Change Order[s] whether approved or unapproved, the purchase of, or payment for, materials; and/or payments due to or for the work of Subcontractors.

Contractor:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/She is personally known to me or had produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires: _____

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

CONTRACT
BETWEEN
BOCA RATON AIRPORT AUTHORITY



And

[Click here to enter text.](#)

for

BID/CONTRACT NO.: 2025-BRAA-007

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CONTRACT

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

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. Administrative Notice to Proceed: The first notice to proceed issued to the CONTRACTOR after the contract documents are executed by both parties and which marks the beginning of the Project Administrative Period.
- 1.2. 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.
- 1.3. Airport: The Boca Raton Airport.
- 1.4. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.5. Board: The Board of Members of the Boca Raton Airport Authority, its successors and assigns.
- 1.6. 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.
- 1.7. 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.

- 1.8. 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.
- 1.9. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
- 1.10. Contract Administrator: The Executive Director of the BRAA or his or her designee.
- 1.11. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project which includes Article 1 through 9 of this Contract, the Contract Supplement, General Conditions, Standard Federal Requirements and Certifications (Form FED001 to FED003), Standard FDOT Requirements and Certifications (Form FDOT001), the Invitation to Bid, Addenda, Instructions to Bidders, Supplemental Instructions to Bidders, Scope of Work, Plans, Drawings, Exhibits, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Instruction(s), Field Bulletin(s) and any additional documents the submission of which is required by this Project.
- 1.12. Contract Price: The original amount established in the bid submittal and awarded by the BRAA, that affects the cost of the Project, as may be amended by Change Order.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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.
- 1.16. 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.
- 1.17. 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.

- 1.18. 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.
- 1.19. Field Order: A written order which orders minor changes in the Work, including changes to the cost of the Work and/or the Contract Time, where such changes do not exceed the overall Contract Price, including Allowances.
- 1.20. Final Completion: The date certified by CONSULTANT in the Final Certificate of Payment upon which all items identified on the agreed final punch list have been completed; 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.
- 1.21. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.
- 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 construction, assembly or installation project described in the Contract Documents, including the Work described therein.
- 1.24. Project Administrative Period: The period commencing with the issuance of the Administrative Notice to Proceed and ending with the issuance of the Construction Notice to Proceed.
- 1.25. Project Construction Period: The period commencing with the issuance of the Construction Notice to Proceed and ending with the issuance of the Certificate of Substantial Completion.
- 1.26. Project Close Out Period: The period commencing with the issuance of the Certificate of Substantial Completion and ending on the Date of Final Completion.
- 1.27. Punch list: A list prepared by the CONSULTANT describing the minor details of Construction and mechanical adjustment that require repair, completion, correction or re-execution, the non-completion of which does not interfere with the BRAA's occupancy, use and commercial operation of the Project. The punch list shall not include any items that could reasonably be expected to prevent BRAA or its designee from enjoying use or occupancy of the Project and/or using or operating it in all respects for its intended purpose in accordance with the Contract Documents.
- 1.28. Construction Notice to Proceed: The second notice to proceed issued to the CONTRACTOR that marks the beginning of the Project Construction period.
- 1.29. Project Initiation Date: The date set forth in the Construction Notice to Proceed, as described in Article 3, upon which the Contract Time commences.
- 1.30. 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.

- 1.31. Substantial Completion: That date, as certified in writing by CONSULTANT in its sole discretion, the Work, or a portion thereof, is sufficiently complete in accordance 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.
- 1.32. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.33. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

ARTICLE 3 CONTRACT TIME

- 3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of two or more notices to proceed issued by the CONTRACT ADMINISTRATOR. The first notice to proceed (the "Administrative Notice to Proceed") will not be issued until CONTRACTOR's submission to BRAA of all required documents and after execution of the Contract by both parties.

Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for commencement of the Work, as well as ordering of all materials and supplies necessary for performance of the Work shall be commenced within ten (10) calendar days after the date of the Administrative Notice to Proceed. Certain preliminary work tasks as set forth in Section 3.2 below shall be completed within the time frames specified therein. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from CONSULTANT to apply for construction permits to applicable permitting authorities. Issuance of all necessary permits by applicable permitting authorities shall be a condition precedent to the issuance of the second notice to proceed (the "Construction Notice to Proceed") for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents and any advance payments approved by the EXECUTIVE DIRECTOR in accordance with Section 5.8, CONTRACTOR shall not be entitled to compensation prior to the issuance 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 Construction Notice to Proceed.

- 3.2. Time is of the essence throughout this Contract. CONTRACTOR must obtain Substantial Completion of the Work within [REDACTED] calendar days from the Project Initiation Date specified in the Construction Notice to Proceed. CONTRACTOR must obtain Final Completion no later than 60 calendar days from the date of Substantial Completion. CONTRACTOR must complete the following preliminary work tasks within the timeframe specified below:

Preliminary work tasks	Deadline (as applicable)
1.	
2.	
3.	
Final deadline for the above preliminary work tasks to be completed:	

A Construction Notice to Proceed will not be issued until the preliminary work tasks described in the table above are completed. The EXECUTIVE DIRECTOR may, in his or her sole discretion, permit the Construction Notice to Proceed to be issued prior to the completion of any of the preliminary work tasks described in the table above.

- 3.3. Upon failure of the CONTRACTOR to complete the work as set forth in the Administrative Notice to Proceed within the final deadline specified in Section 3.2, plus approved extensions, CONTRACTOR shall pay to BRAA the sum of [REDACTED] Dollars (\$ [REDACTED]) per calendar day or the lump sum of [REDACTED] Dollars (\$ [REDACTED]). Upon 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 Five Hundred Dollars (\$500) 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 60 calendar days from the date of Substantial Completion specified in the Certificate of Substantial Completion, 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 the Certificate of Substantial Completion, 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. If the CONTRACTOR fails to timely complete the work set forth on the Administrative Notice to Proceed and/or fails to achieve Substantial Completion and/or Final Completion of the Work within the deadline specified in Section 3.2, plus approved time extensions, the CONTRACT ADMINISTRATOR will provide CONTRACTOR with a Notice of

Assessment of Liquidated Damages stating that CONTRACTOR is liable for liquidated damages which will continue to accrue until the Work is completed. If CONTRACTOR disputes the assessment of liquidated damages or the amount thereof, CONTRACTOR must submit a written claim that states the basis of the dispute to the EXECUTIVE DIRECTOR within five (5) days of receiving the Notice and/or the final determination of liquidated damages, in accordance with Article 12 of the General Conditions. CONTRACTOR's failure to submit a claim to dispute the assessment of liquidated damages or the amount thereof within 5 days of receipt of the Notice of Assessment Liquidated Damages or the final determination of liquidated damages issued by BRAA shall constitute a waiver of CONTRACTOR's dispute over the assessment of Liquidated Damages or the amount due and owing to BRAA. 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's 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 to 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 5.7 of this Contract.

ARTICLE 4 CONTRACT SUM

- 4.1. ☐ This is a Unit Price Contract:*

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

- 4.2. ☒ This is a Lump Sum Contract:*

- 4.2.1. BRAA shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded and paid in accordance and subject to compliance with Article 5.
- 4.2.2. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not

covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

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

ARTICLE 5 METHOD OF BILLING AND PAYMENT

- 5.1. Except for the Application for Final Payment, 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 an Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. The Application for Payment shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR.
- 5.2. CONTRACTOR shall submit with the Application for Payment an updated CPM progress schedule which includes any written documentation granting Contract Time extensions signed by both parties and approved in accordance with Article 40, and which is acceptable to CONSULTANT as required by the Contract Documents. The CONSULTANT shall review the updated CPM progress schedule, and either accept the CPM progress schedule, accept the CPM progress schedule as noted, or reject the CPM progress schedule. For a rejected CPM progress schedule, the CONSULTANT shall indicate in writing all portions of the schedule that are not in compliance with the Contract Documents. If a CPM progress schedule has been accepted as noted or rejected, the CONTRACTOR shall make the necessary revisions and resubmit it with the next Application for Payment. CONSULTANT may reject as deficient an Application for Payment that includes a CPM progress schedule that is not consistent with the Final Completion date stated in the Construction Notice to Proceed, as amended with approved extensions, or that does not include the necessary revisions. ACCEPTANCE OF AN APPLICATION FOR PAYMENT THAT INCLUDES AN UPDATED CPM PROGRESS SCHEDULE DOES CONSTITUTE ACCEPTANCE OF THE UPDATED CPM PROGRESS SCHEDULE NOR WAIVE ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- 5.3. CONTRACTOR shall also submit with the Application for Payment 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 were the subject of previous applications relative to the Work that 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.
- 5.4. Each Application for Payment shall be submitted in triplicate to CONSULTANT and CONTRACT ADMINISTRATOR for approval as follows:

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

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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 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 or 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. BRAA shall withhold retainage in the amount of five percent (5%) of each progress payment made to the CONTRACTOR based on CONTRACTOR's Application for Payment as approved by the EOR. Any interest earned on retainage shall accrue to the benefit of BRAA. Within five (5) days of execution of the agreed final punch list, the CONTRACTOR shall submit an Application for Final Payment for the remaining contract

balance including the amount withheld by BRAA as retainage. Within twenty (20) business days after the date of issuance of the agreed final punch list, and after receipt of the Application of Final Payment, BRAA shall pay the CONTRACTOR the remaining contract balance, including all retainage previously withheld by BRAA, less an amount equal to one hundred and fifty percent (150%) of the estimated cost to complete the items on the agreed final punch list. Notwithstanding the foregoing, BRAA shall not be required to pay or release any amounts that are subject to a good faith dispute made in writing, including but not limited to, amounts due under a Notice of Assessment of Liquidated Damages made pursuant to Article 3.4, or amounts subject to a claim pursuant to Section 255.05, *Florida Statutes*.

- 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. Upon written notice to the CONTRACTOR, BRAA may withhold, in whole or in part, payment, to the 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/or 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 to the satisfaction of the CONTRACT ADMINISTRATOR, payment shall be made in whole or in part. All matters withheld pursuant to this section shall be considered a matter of good faith dispute for which additional retainage may be withheld, pursuant to Section 218.735(8)(c), *Florida Statutes*.

- 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 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 SUBSTANTIAL COMPLETION

- 6.1 CONTRACTOR shall notify CONSULTANT when CONTRACTOR considers the Work, or a portion thereof as designated by BRAA pursuant to Article 30 of the General Conditions, is substantially complete and shall request an inspection. If the Contract provides for a multi-phased or multi-structure project, where each phase has been given a separate substantial completion date, CONTRACTOR shall notify CONSULTANT when CONTRACTOR considers the Work for each phase or structure is substantially complete and request an inspection thereon.
- 6.2. After an inspection is requested, CONSULTANT shall promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, the CONSULTANT shall notify the CONTRACT ADMINISTRATOR and BRAA. CONTRACT ADMINISTRATOR shall then issue the Certificate of Substantial Completion that 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. Except for items on the agreed final punch list as described in Section 6.8, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.
- 6.3. An initial punch list of items yet to be completed by the CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable shall be prepared by CONSULTANT and delivered to CONTRACTOR for review no later than three (3) calendar days after the inspection. The CONSULTANT shall separately list each item of work required for Final Completion. 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.
- 6.4 Upon receipt of the initial punch list, CONTRACTOR shall calculate the estimated cost of completing each item of the punch list required for final completion, and submit the list of estimated costs to CONSULTANT for review no later than seven (7) days after receipt of initial punch list from CONSULTANT. The estimated costs shall be determined by application of unit prices in the Contract to the quantities of items, materials, equipment, and labor required to complete the items. THE ESTIMATE OF COSTS TO COMPLETE THESE ITEMS IS FOR TRACKING PURPOSES ONLY AND IS NOT INTENDED TO ALTER THE CONTRACT PRICE. REQUESTS TO CHANGE THE CONTRACT PRICE MUST BE MADE THROUGH THE CHANGE ORDER PROCESS DESCRIBED IN ARTICLE 38 OF THE GENERAL CONDITIONS.

- 6.5 Upon receipt of the estimated costs from CONTRACTOR, CONSULTANT and CONTRACT ADMINISTRATOR shall prepare the final punch list which includes the final determination of costs. In preparing the final determination of costs, the CONSULTANT and CONTRACT ADMINISTRATOR may include total costs for completing each item of work as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the final punch list item. THE FINAL DETERMINATION OF COSTS TO COMPLETE THE ITEMS ON THE AGREED FINAL PUNCH LIST DOES NOT CONSTITUTE A CHANGE ORDER, OR OTHERWISE ALTER THE CONTRACT PRICE.
- 6.7 The final punch list including the estimated cost to complete each item on the list shall be delivered to CONTRACTOR within five (5) days after final development and review. If the final punch list is not provided within the stated five (5) days, the time for final completion shall be extended by the number of days exceeding the five (5) days. Within five (5) days of delivery, the CONTRACTOR shall sign the final punch list or submit a claim in writing to CONSULTANT disputing the items on the final punch list, the estimated cost to the complete the item(s), or the Contract Price. CONSULTANT shall use good faith efforts to resolve the matter. CONTRACTOR's failure to submit a claim within five (5) days of receipt shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from the final punch list. Any disputes over punch list items or the estimated cost of an item(s) on the punch list that cannot be resolved through the good faith efforts of the CONSULTANT shall be decided by the EXECUTIVE DIRECTOR in accordance with Article 12 of the General Conditions, except that a dispute regarding the Contract Price based on the final determination of costs of the punch list shall be processed as a request for a change order pursuant to Article 38 of the General Conditions.
- 6.8 An agreed final punch list signed by the CONTRACTOR, CONSULTANT and CONTRACT ADMINISTRATOR shall be issued no later than thirty (30) calendar days from the date of substantial completion established on the Certificate of Substantial Completion. In the event a dispute has been filed under Section 6.7, the time for an agreed final punch list to be issued shall be extended by the number of days required to resolve the dispute.
- 6.9 Agreed final punch list items shall be corrected and a final inspection requested by CONTRACTOR within thirty (30) days from the date that the agreed final punch list has been signed by all parties, or in the event of a dispute, thirty (30) days from the date that the final punch list is delivered to CONTRACTOR. All agreed final punch list items shall be corrected by CONTRACTOR prior to any request for final inspection and acceptance.
- 6.10 CONTRACTOR acknowledges and agrees that no item contained on the agreed final punch list shall be considered a warranty item until such time as the agreed final punch list is one hundred percent (100%) complete.

ARTICLE 7 ACCEPTANCE AND FINAL PAYMENT

- 7.1. Upon receipt of written notice from CONTRACTOR certifying that all punch list items have been completed, all requirements for Substantial and Final Completion have been met, and 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, including the Final Release and Affidavit, 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 for 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.

- 7.2 If CONSULTANT determines that one or more items on the punch list are incomplete, non-conforming to the Contract Documents, or defective, CONSULTANT shall promptly notify CONTRACTOR in writing, listing the incomplete or defective items. CONTRACTOR will take immediate steps to remedy the stated deficiencies and send a second written notice to CONSULTANT when the items have been completed. CONSULTANT will re-inspect the Work. Should CONSULTANT be required to perform re-inspections due to the failure of the CONTRACTOR, BRAA may deduct the additional costs to BRAA for re-inspections from CONTRACTOR'S final payment. If payments due to CONTRACTOR are not sufficient to cover the costs, CONTRACTOR shall pay the difference to BRAA.
- 7.3 If a good faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to the Contract Documents, BRAA may continue to withhold an amount not to exceed 150 percent (150%) of the total costs to complete such items.
- 7.4. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONTRACT ADMINISTRATOR a Final Release and Affidavit (PF010) completely releasing BRAA of all claims arising out of this Contract, and certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid. In addition, CONTRACTOR shall deliver the final corrected as-built drawings, and the final bill of materials, if required, and invoice.
- 7.5. 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.
- 7.6. 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 8 CONTRACT DOCUMENTS AND PRIORITY OF PROVISIONS

- 8.1. The Contract includes various sections, articles, and conditions as described in Section 1.10 "Contract Documents" that are an 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 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:

- 8.1.1. Change orders and written amendments to the Contract.
- 8.1.2. Addenda (as listed on Form BID002)
- 8.1.3. Article 1 through 9 of the Contract
- 8.1.4. General Conditions
- 8.1.5. Invitation to Bid
- 8.1.6. Instructions to Bidders
- 8.1.7. Supplemental Instructions to Bidders
- 8.1.8. Scope of Work
- 8.1.9. Plans
- 8.1.10. Drawings
- 8.1.11. Exhibits
- 8.1.12. Technical Specifications
- 8.1.13. Bid Forms
- 8.1.14. Record of Award by the Board
- 8.1.15. Bonds
- 8.1.16. Notice of Award
- 8.1.17. Notices(s) to Proceed
- 8.1.18. Representations and Certifications
- 8.1.19. Certificates
- 8.1.20. Project Forms
- 8.1.21. Closeout Forms
- 8.1.22. Purchase Order(s)
- 8.1.23. Field Instruction(s) and Field Bulletin(s)

- 8.2 Notwithstanding anything to the contrary in Section 8.1, the FAA grant project requirements and certifications (including Forms FED001 to FED003), the DBE requirements, and the FDOT grant project requirements (including Form FDOT001) (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 9 MISCELLANEOUS

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified with simultaneous copy sent via e-mail.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For BRAA:

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

With a copy to:

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

For CONTRACTOR:

- 9.5. Assignment and Subcontracting. Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder without the previous written consent of the CONTRACT ADMINISTRATOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Article 28 of the General Conditions.
- 9.6. 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. CONTRACTOR shall perform its duties, obligations, and services under this Contract in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services, consistent with BRAA's interests. CONTRACTOR acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the Contract Documents. The CONTRACTOR shall perform its duties without neglect. The CONTRACTOR accepts the relationship of trust and confident established by the Contract, and covenants with the BRAA to cooperate with the BRAA and use its best skill, efforts, and judgment to further the interests of the BRAA in performing the work.

- 9.7. Materiality. BRAA and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.
- 9.8. 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.
- 9.9. Severability. In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BRAA or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 9.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BRAA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**
- 9.11. 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.
- 9.12. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein and executed by the CONTRACTOR and the BRAA.
- 9.13. 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.

- 9.14. Truth-in-Negotiation Representation. CONTRACTOR's compensation under this Contract is based upon representations supplied to the BRAA by CONTRACTOR, and CONTRACTOR certifies that the wage rates, factual nit costs, and other factual information supplied to substantiate CONTRACTOR's compensation are accurate, complete, and current at the time of contracting. BRAA shall be entitled to recover any damages it incurs to the extent any such representation is untrue.
- 9.15. Additional Security Requirements. CONTRACTOR certifies and represents that it will comply with Airport Security Requirements as required by Federal law.
- 9.16. 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.)

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

BRAA

ATTEST:

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

Name: _____

Executed on _____, 20____

Approved as to form:

Name: _____

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(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.

CONTRACT SUPPLEMENT

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

☐ FAA Grant Project

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

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

☒ FDOT Grant Project

- A. By virtue of the fact that the funding of this Project will be delivered in full or in part from the government of the State of Florida through the Florida Department of Transportation referred to as **Project: PFL0013508 : NAVAIDS and Airfield Lighting and Signage Upgrades – Construction, FM Number: 449624-1.**
- 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:
 - 1. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets; and
 - 2. Highways (Commonly Referred to as the “Florida Green Book”);
 - 3. Manual on Uniform Traffic Control Devices;
 - 4. Section 14-60.007, Florida Administrative Code, “Airfield Standards for Licensed Airports”;
 - 5. Standard Specifications for Construction of General Aviation Airports;
 - 6. Design Guidelines & Minimum Standard Requirements for T-Hangar Projects.
- E. CONTRACTOR shall ensure that completed construction complies with the project plans and specifications, and CONSULTANT must certify such compliance before the Work is deemed to be finally completed.

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

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

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

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

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by CONTRACTOR, submitted as part of each Application for Payment and shall be acceptable to CONSULTANT. Each monthly update to the progress schedule must include written documentation granting Contract Time extensions signed by both parties approved in accordance with Article 40. In the event the payment applications are not submitted at regularly monthly intervals by the CONTRACTOR, the monthly CPM schedule submittal requirement will remain in effect.

- 3.1.2. A preliminary schedule of Shop Drawing submissions; and
- 3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary Schedule of Prices for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.
 - ☐ Such prices shall be broken down to show labor, equipment, materials and overhead and profit.
- 3.1.4. After award but prior to the submission of the progress schedule, CONSULTANT and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor BRAA shall be responsible for the nonperformance by the utility owners.
- 3.2. At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by Executive Director or anyone the Executive Director deems appropriate, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.
- 3.3. Within thirty (30) days from the Project Initiation Date, a pre-construction/pre-work conference hosted by the CONTRACT ADMINISTRATOR and attended by CONTRACTOR, CONSULTANT and others, as appropriate, will be held to finalize the

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

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 5 QUALIFICATION OF SURETY

- 5.1. Bid Bonds, Performance Bonds and Payment Bonds:

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

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

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

ARTICLE 6 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless BRAA, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by the EXECUTIVE DIRECTOR, any sums due CONTRACTOR under this Contract may be retained by BRAA until all of BRAA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by BRAA.

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

ARTICLE 7 INSURANCE REQUIREMENTS

- 7.1. Except as modified herein, the insurance coverage requirements for this project are identified in the Insurance Standards section of the Boca Raton Airport Regulations, as amended, which can be found at <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.

- 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.
- 8.3. CONTRACTOR shall not use coercion, as that term is defined in Section 787.06, Florida Statutes, for any labor or services it uses in the execution and/or completion of the Work.

ARTICLE 9 ROYALTIES AND PATENTS

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

ARTICLE 10 WEATHER

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

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

- 11.1. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

- 11.2. Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.
- 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 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 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 E-verify requirements referenced herein.

ARTICLE 12 RESOLUTION OF DISPUTES

12.1 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. Except for claims for liquidated damages as set forth Section 12.2, CONTRACTOR shall first submit all questions, claims, difficulties, and disputes made in writing 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. In the event that the dispute arises out of the items of work and/or the estimate value of such work on the punch list, the EXECUTIVE DIRECTOR shall notify the CONSULTANT and CONTRACTOR in writing of EXECUTIVE DIRECTOR'S decision within five (5) calendar days from the date of the receipt of the claim. 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.

12.2 In the event the CONTRACTOR disputes a Notice of Assessment of Liquidated Damages of the final determination of liquidated damages, CONTRACTOR shall submit a written claim that

states the basis of the dispute to the EXECUTIVE DIRECTOR within five (5) days of receiving notice. EXECUTIVE DIRECTOR shall review the claim and notify the CONTRACTOR in writing of EXECUTIVE DIRECTOR's decision within fourteen (14) calendar days from the date of the receipt of CONTRACTOR's written claim, unless EXECUTIVE DIRECTOR requires additional time to gather information or allow the parties to provide additional information. CONTRACTOR's failure to submit a claim to dispute the assessment of liquidated damages within 5 days of receipt of the Notice of Assessment Liquidated Damages or final determination thereof issued by BRAA shall constitute a waiver of CONTRACTOR's dispute over the assessment of Liquidated Damages or the amount due and owing to BRAA.

12.3 Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law.

12.3 A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

ARTICLE 13 INSPECTION OF WORK

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

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

13.1.2. Should the Contract Documents, CONSULTANT's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than BRAA, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply.

If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.

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

ARTICLE 14 SUPERINTENDENT AND SUPERVISION

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

The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by BRAA and CONSULTANT.

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

ARTICLE 15 BRAA'S RIGHT TO TERMINATE CONTRACT

- 15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or the Scrutinized Companies that Boycott Israel List, pursuant to 215.4725, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, the CONTRACT ADMINISTRATOR may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the EXECUTIVE DIRECTOR may, on recommendation of CONSULTANT certifying CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition BRAA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the EXECUTIVE

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

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

ARTICLE 16 SUSPENSION OF WORK

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

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

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

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

- 17.1.1. Keep and maintain public records that ordinarily and necessarily would be required by BRAA were BRAA in order to perform the services;
 - 17.1.2. Provide the public with access to such public records on the same terms and conditions that BRAA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 17.1.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 17.1.4. Meet all requirements for retaining public records and transfer to BRAA, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BRAA in a format that is compatible with the information technology systems of BRAA. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.
 - 17.1.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35H STREET, BOCA RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT 561-391-2202 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

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

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in the prosecution of the Work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and

property, and shall use explosives in accordance with law and the directions of the CONTRACT ADMINISTRATOR only. CONTRACTOR is not permitted to store explosives at the Airport. When such use of explosives becomes necessary, CONTRACTOR shall furnish to BRAA proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

ARTICLE 20 DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CONSULTANT in writing of the existence of the aforesaid conditions. CONSULTANT shall, within three (3) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of EXECUTIVE DIRECTOR, after consultation with CONSULTANT, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the EXECUTIVE DIRECTOR, may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both in accordance with the procedures set forth in Article 36. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CONSULTANT in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CONSULTANT as the date of Substantial Completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

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

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

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

CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to CONSULTANT.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

ARTICLE 24 WARRANTY

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

ARTICLE 25 SUPPLEMENTARY DRAWINGS

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

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

ARTICLE 26 DEFECTIVE WORK

- 26.1. CONSULTANT shall have the authority reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by CONSULTANT, BRAA shall have the authority to

cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by BRAA in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, BRAA may declare CONTRACTOR in default.

- 26.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from BRAA, shall promptly correct such defective or nonconforming Work within the time specified by BRAA without cost to BRAA, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including, but not limited to, Article 24 hereof and any claim regarding latent defects.
- 26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate BRAA to final acceptance.

ARTICLE 27 TAXES

- 27.1. CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 27.2. The BRAA is exempt from payment of Florida state sales and use taxes. The 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.
- 28.5. ☒ CONTRACTOR shall perform the Work with its own organization, amounting to not less than 10 percent of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

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

ARTICLE 30 USE OF COMPLETED PORTIONS

- 30.1. BRAA shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall be designated by separate agreement with the Contractor. 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. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the EXECUTIVE DIRECTOR and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the work and insurance, and have agreed in writing concerning the requirements for substantial completion, creation of a punch list, achieving final completion, release of retainage, and commencement of warranties as required by the Contract Documents.

- 30.3 Consent of the CONTRACTOR to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be recorded in a writing that is agreed to by the CONSULTANT and CONTRACTOR. Immediately prior to such partial occupancy or use, the CONTRACTOR and CONSULTANT shall jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.
- 30.4 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

ARTICLE 31 LANDS OF WORK

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

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

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

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

- 33.1. Utility lines in the Project area have been shown on the plans to the extent known. However, BRAA does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be CONTRACTOR's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof. CONTRACTOR shall notify each utility company involved at least thirty (30) calendar days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of CONTRACTOR shall be paid by CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

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

ARTICLE 34 CONTRACT PRICE REDUCTION PROPOSALS

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

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

ARTICLE 35 QUALITY CONTROL PROGRAM

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

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

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

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

35.2. DESCRIPTION OF PROGRAM.

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

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

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

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

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

35.3. **QUALITY CONTROL ORGANIZATION.**

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

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

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

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract. Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:
 1. Professional Engineer with 1 year of airport experience acceptable to the CONSULTANT.
 2. Engineer in-training with 2 years of airport experience acceptable to the CONSULTANT.
 3. An individual with 3 years of experience acceptable to the CONSULTANT, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
 4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
 5. A NICET certified engineering technician in Civil Engineering Technology with 5 years of experience acceptable to the CONSULTANT.

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

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

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

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

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

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

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

35.5.1. Specification item number;

35.5.2. Item description;

35.5.3. Description of submittal;

35.5.4. Specification paragraph requiring submittal; and

35.5.5. Scheduled date of submittal.

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

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

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

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

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

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

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

35.7.2. Item description (e.g., Plant Mix Bituminous Pavements);

35.7.3. Test type (e.g., gradation, grade, asphalt content);

35.7.4. Test standard (e.g., ASTM or AASHTO test number, as applicable);

35.7.5. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

35.7.6. Responsibility (e.g., plant technician); and

35.7.7. Control requirements (e.g., target, permissible deviations).

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

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

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

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

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

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

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

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

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

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

- 35.8.2.1. Technical specification item number and description;

- 35.8.2.2. Test designation;
- 35.8.2.3. Location;
- 35.8.2.4. Date of test;
- 35.8.2.5. Control requirements;
- 35.8.2.6. Test results;
- 35.8.2.7. Causes for rejection;
- 35.8.2.8. Recommended remedial actions; and
- 35.8.2.9. Retests.

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

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

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

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

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

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

- 35.11. **NONCOMPLIANCE**

35.11.1. The CONSULTANT will notify the CONTRACTOR of any noncompliance with any of the foregoing requirements. The CONTRACTOR shall, after receipt of

such notice, immediately take corrective action. Any written notice, when delivered by the CONSULTANT or his/her authorized representative to the CONTRACTOR or its authorized representative at the site of the Work, shall be considered sufficient notice.

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

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

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

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

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

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

- 37.1. The EXECUTIVE DIRECTOR shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, provided the Field Order involves no change in the Contract Price, including Allowances, and no change in the Contract Time that causes the overall cost of the Contract to exceed the Contract Price, including Allowances.
- 37.2. CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price, including Allowances, and no change in the Contract Time that causes the overall cost of the Contract to exceed the Contract Price, plus Allowances.
- 37.3. If the CONTRACTOR becomes aware of a need for an interpretation of the Contract Documents relating to the Work, the CONTRACTOR shall submit to the CONSULTANT a Request for Information (RFI) delineating with specificity the CONTRACTOR'S question and all the facts and documentation relative thereto. The 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 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

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

ARTICLE 39 VALUE OF CHANGES IN WORK

- 39.1. The value of any Work covered by a Change Order or a Field Order shall be determined in one of the following ways:
- 39.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

- 39.1.2. By mutual acceptance of a lump sum which CONTRACTOR and BRAA acknowledge contains a component for overhead and profit.
- 39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.
- 39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order or Field Order. Except as otherwise may be agreed to in writing by BRAA, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.
- 39.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order or Field Order under schedules of job classifications agreed upon by BRAA and CONTRACTOR. Payroll costs for employees not employed full time on the Work covered by the Change Order or Field Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by BRAA.
- 39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless BRAA deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to BRAA. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to BRAA and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by BRAA with the advice of CONSULTANT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 39.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by BRAA, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to BRAA who will then determine, with the advice of CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All

Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

39.2.5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

- 39.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- 39.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 39.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.
- 39.4. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; or
- 39.4.2. A fee based on the following percentages of the various portions of the cost of the work:
- 39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
- 39.4.2.2. For costs incurred under subsection 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
- 39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5, (except sub-subsection 39.2.5.3), and Section 39.3.
- 39.5. The amount of credit to be allowed by CONTRACTOR to BRAA for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- 39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated

in the Contract Documents, an appropriate Change Order or Field Order shall be issued to adjust the unit price, if warranted.

- 39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to the Executive Director.

39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

- 39.9. Each Change Order or Field Order must state within the body of the Change Order or Field Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

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

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

- 40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. All such Contract Time extensions shall not be valid unless a written Contract Time extension is issued that is signed by both the BRAA and CONTRACTOR. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by BRAA, any circumstances that are not reasonably foreseeable and that beyond the CONTRACTOR's control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority,

delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance in accordance with Article 57 "Force Majeure".

ARTICLE 41 NO DAMAGES FOR DELAY

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

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

- 42.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors, which shall include, but not be limited to, acts or neglect by any separate contractor employed by BRAA, any circumstances that are not reasonably foreseeable and that beyond the CONTRACTOR's control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance in accordance with Article 57 "Force Majeure", are Excusable Delay. CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.

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

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

- 42.2.1. Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of BRAA or its agents. In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time. CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

BRAA and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and

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

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

ARTICLE 43 OMITTED

Intentionally Omitted

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 Administrative Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

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

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

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

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

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

ARTICLE 47 SAFETY AND PROTECTION

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

ARTICLE 48 FINAL BILL OF MATERIALS

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

ARTICLE 49 PAYMENT BY BRAA FOR TESTS

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

ARTICLE 50 PROJECT SIGN

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

ARTICLE 51 HURRICANE PRECAUTIONS

- 51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the CONTRACTOR, at no cost to the BRAA, shall take all precautions necessary to secure the Project site, 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 breach of this Contract, which shall permit BRAA, to terminate this Contract or to exercise any other remedy provided under this Contract, under the BRAA's DBE Program, or under applicable law, with all of such remedies being cumulative.

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

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

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

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

agrees that the presence of a "pay when paid" provision in its contract with a DBE firm shall not preclude BRAA or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its DBE subcontractor, subconsultant or supplier.

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

- 55.1. The Boca Raton Airport Authority and Airport staff recognize the following holiday schedule (non-work schedule) on the dates as established by the Federal government:

Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holiday
Christmas Eve
Christmas Day
New Year's Day

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.



STANDARD FDOT REQUIREMENTS AND CERTIFICATIONS (FORM FDOT001)

These Standard Florida Department of Transportation (FDOT) Requirements and Certifications are required to be submitted as a part of the BIDDER's bid or 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 Invitation to **Bid No.2025-BRAA-007**, 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.

UNITED STATES-PRODUCED IRON AND STEEL PRODUCTS

Pursuant to Section 255.0993, Florida Statutes, the Vendor agrees that all iron and steel products that are permanently incorporated into a public works project, as that term is defined in Section 255.0993(e), Florida Statutes, shall be produced in the United States, unless the BRAA in its sole discretion determines that an authorized exception applies.



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 Standard FDOT Requirements and Certifications is hereby acknowledged, agreed to, and certified and attested on behalf of BIDDER by: _____
on this _____ day of _____, 20____.

STATE OF _____)

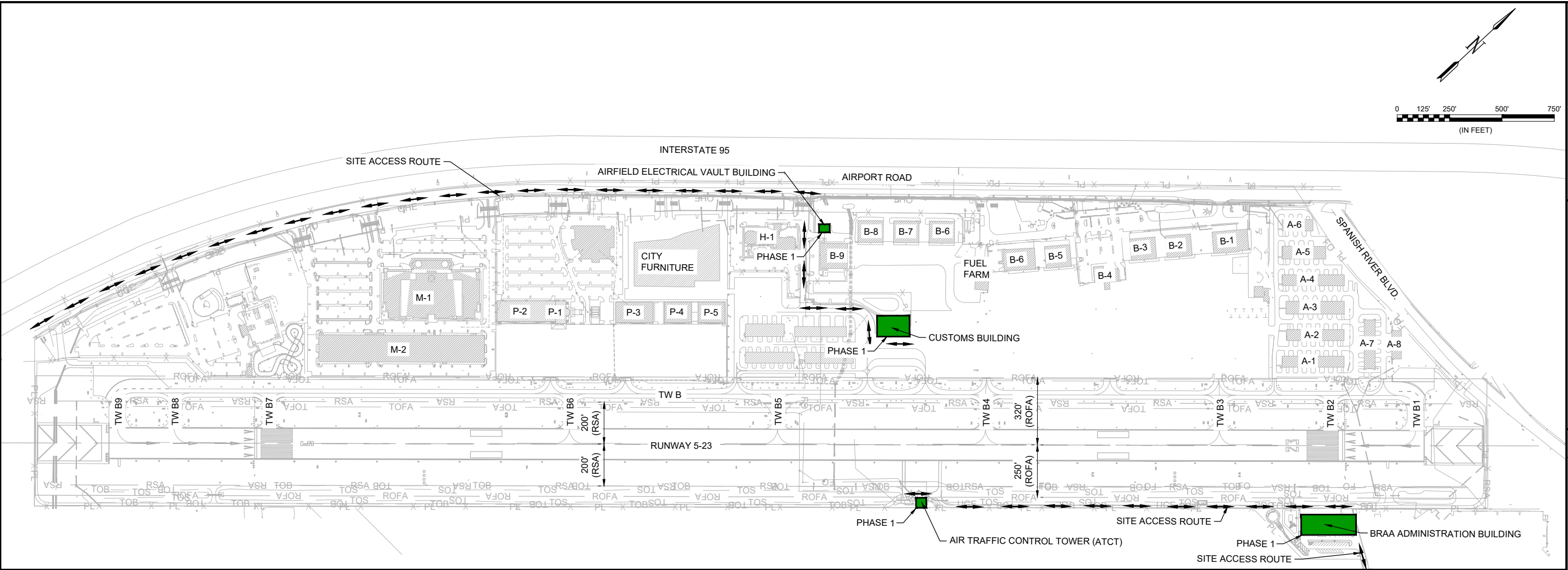
COUNTY OF _____)


The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20__ on behalf of _____ by _____ its _____. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

File: L:\2025\A33-2501531 - BCT Generator Connections\Drawings\BCT_GNRC-G301.dwg, Last Save: 7/23/2025 11:11 AM, Last saved by: AGrom, Last plotted by: Grom, Anna, (Annya) Plot Style: AECmono.ctb Plot Scale: 1/2 Plot Date: 7/30/2025 1:40 PM Plotter used: DWG To PDF.pc3





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JOHN WILLIAM CARRIGAN
LICENSE
No. 60837
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOHN W. CARRIGAN ON THE DAY 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.

BY	JWC
DESCRIPTION	ADDENDUM NO. 1
DATE	07/30/25
REV.	1

BOCA RATON AIRPORT
BOCA RATON, FLORIDA

BOCA RATON AIRPORT AUTHORITY
PORTABLE GENERATOR CONNECTIONS

CONSTRUCTION
SAFETY AND PHASING
PLAN

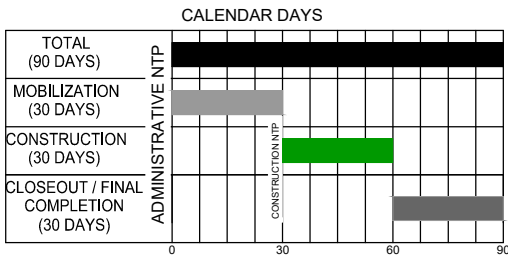
JOB NO.: 2501531
DATE: JULY 2025
DESIGNED BY: JWC
DRAWN BY: AG

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G301

SHEET NUMBER
5

CONTRACT TIME



GENERAL NOTES

1. THE CONSTRUCTION SAFETY AND PHASING PLAN IS A GUIDE. OWNER HAS DISCRETION TO MAKE ALTERATIONS PRIOR TO AND DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH FAA ADVISORY CIRCULAR 150/5370-2G 'OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION' UNLESS OTHERWISE APPROVED BY THE OWNER.
2. CONSTRUCTION EQUIPMENT MAY NOT BE PARKED WITHIN ANY ACTIVE TAXIWAY OBJECT FREE AREA. MATERIAL STOCKPILES AND EQUIPMENT SHALL NOT BE STORED IN RUNWAY OBJECT FREE AREAS AT ANY TIME.
3. ALL AOA SITE ACCESS SHALL OCCUR THROUGH GATES INDICATED BY ACCESS ROUTES SHOWN UNLESS OTHERWISE APPROVED BY BRAA. CONTRACTOR SHALL COORDINATE WITH BRAA AND PROVIDE A LOCK TO INTERLOCK WITH BRAA'S EXISTING LOCK. CONTRACTOR SHALL PROVIDE BRAA A MINIMUM OF TWO SPARE KEYS FOR THEIR LOCK.
4. CONTRACTOR MUST NEVER LEAVE A GATE UNLOCKED TO FACILITATE MOVEMENT OF CONSTRUCTION VEHICLES. ALL GATES MUST BE CLOSED IMMEDIATELY AFTER A CONSTRUCTION VEHICLE PASSES THROUGH IT.
- 4.1. WORK HOURS ARE AS FOLLOWS.
MONDAY THRU FRIDAY, 8AM - 4:30PM
5. NO WORK SHALL OCCUR ON SITE DURING THE FOLLOWING HOLIDAYS, UNLESS PRIOR APPROVAL IS GRANTED BY BRAA:
 - 5.1. THANKSGIVING - 11/27/25 THROUGH 11/28/25
 - 5.2. CHRISTMAS DAY - 12/25/25
6. THE EMPLOYEE PARKING AREA MUST BE LIMITED TO LOCATIONS IMMEDIATELY ADJACENT TO THE FACILITIES WHERE THE WORK IS, ACCEPTABLE TO BRAA.
7. ALL MATERIALS AND EQUIPMENT MUST BE KEPT WITHIN THE CONTRACTOR'S VEHICLE FOR STAGING. ALL WORK AREAS MUST BE CLEANED UP DAILY AT THE CONCLUSION OF THE WORK DAY.

PHASE 1 NOTES

THIS PHASE CONSISTS OF ALL PROJECT WORK DEFINED HEREIN INCLUDING EQUIPMENT INSTALLATION, COMMISSIONING, AND SITE RESTORATION. THE CONTRACTOR HAS 30 CONSECUTIVE CALENDER DAYS FOR PHASE 1.

LEGEND

- PHASE 1
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- CONTRACTOR ACCESS AND HAUL ROUTE

PRINTING NOTE: SHEET SHOULD BE PRINTED IN COLOR

ISSUED FOR BID - NOT FOR CONSTRUCTION



BCT Portable Generator Connections

Boca Raton, Florida

Pre-Bid Meeting

Monday, July 28, 2025

SIGN-IN SHEET

Name	Representing	Phone #	Email
JAMIE STARKINS	DAVCO ELECTRICAL	561 732-3434	JSTARKINS@DAVCOELECTRIC.COM
Joshua Lesousky	Davco	561-365-4026	JLesousky@davcoelectric.com
Chuck Toby	A.F.C.S.	954 512-3256	CTOBY@AFCS-CO.COM
Scott Kohnert	BCT	561-239-3078	SCOTT@BOCAAIRPORT.COM
MIKE COX	A.F.C.S.	954-775-7767	MCOX@AFCS-CO.COM
Len Shapiro	Symmetry AC+Electric	561-385-8407	len@symmetryace.com
Chris Wagner	Hypower Electric	Joined via ZOOM meeting	
Sean Loney	Razorback Electric	786-559-7110	sean.loney@razorbackelectric.com



BCT Portable Generator Connections

Boca Raton, Florida

Pre-Bid Meeting

Monday, July 28, 2025

SIGN-IN SHEET

Name	Representing	Phone #	Email
JOHN CARRIGAN	GARVER	954-249-8396	JWCARRIGAN@GARVERUSA.COM
TRAVIS BRYAN	BCT	561-901-0880	TRAVIS@BOCAAIRPORT.COM
Anna Grom	Garver	305-561-8808	AGrom@GarverUSA.com
JAMES KAPPES	Quantum	561-289-8430	JA james.kappes@quantum-ec.com
Robert Pratt	BRAA	561-466-0059	RPratt@bocaairport.com
Leonel Romero	BRAA	561-400-7902	leonel@bocaairport.com



To: Attendees **Date:** Monday, July 28, 2025

From: Garver **BRAA Project #:** 2027-BRAA-007

1. Introductions and Sign-in Sheet
 - a. Boca Raton Airport Authority (BRAA)
 - i. Clara Bennett - Executive Director
 - ii. Scott Kohut – Deputy Director
 - iii. Travis Bryan – Airport Operations Director
 - b. Garver
 - i. John Carrigan, PE, JWCarrigan@GarverUSA.com
 - ii. Annya Grom, AGrom@GarverUSA.com
 - c. Quantum
 - i. James Kappes, PE, James.Kappes@quantum-ee.com
2. Date, Time, and Place of Bid Opening
 - a. Bids will be received until **Friday, August 8, 2025** at 2:00 PM at the Boca Raton Airport Authority at 903 NW 35th Street, Boca Raton, FL 33431.
 - b. No bids will be accepted after bid time is called.
 - c. Reference instructions for Bidders for all bidding requirements.
 - i. Bidder's Checklist of Required Items (*Invitation to Bid*)
 - d. Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price.
3. Bid Documents
 - a. Bid documents and addenda can be obtained by contacting Boca Raton Airport. Contact:
 - i. Travis Bryan, Airport Operations Director
903 NW 35th Street
Boca Raton, FL 33431
Phone (561) 391-2022
travis@bocaairport.com

BCT Portable Generator Connections
Pre-Bid Meeting Agenda

- b. Bid Form
 - i. A printed version of the PDF will be the only accepted Bid Form.
- 4. Project Description
 - a. Work Elements
 - b. Phasing
 - i. Work Hours
 - 1. Day - Monday thru Friday, 8:00 AM – 4:30 PM
 - 2. Night – Not permitted.
 - ii. Blackout periods
 - 1. Thanksgiving – 11/26/25 thru 12/2/25
 - 2. Christmas/New Years – 12/23/25 thru 1/1/26
 - c. Staging / Haul Route
- 5. Bid Alternates – None.
- 6. Safety and Security Requirements
 - a. Badging
 - b. Escort Procedures
 - c. Site Access
- 7. Permitting
 - a. None anticipated. All work will be treated as “airside.”
- 8. DBE Participation Requirements
 - a. None.
- 9. Other BRAA Administration Requirements
- 10. Bidder Questions / Addenda
 - a. No interpretation of the Contract Documents will be made orally.
 - b. BRAA must receive written request for interpretation no later than **Friday, August 1, 2025 at 2:00 PM**.
 - c. The final addenda, if necessary, will be issued no later than Wednesday, August 6, 2025.
- 11. Cone of Silence
 - a. Cone of Silence is in effect from the date of advertisement through contract award.
- 12. Site Visit

Nothing stated or distributed at this meeting will change the contract documents unless through written addendum.



2025-BRAA-007 Portable Generator Connections

Pre-Bid Meeting
Monday, July 28, 2025

Agenda

- Introductions and Sign-in
- Bid Submittal Requirements
- Bid Documents
- Project Description
- Phasing & Scheduling
- Safety & Security Requirements
- Permitting
- DBE Requirements
- Questions
- Site Visit

Introductions

- Boca Raton Airport Authority (BRAA) - Owner
 - Clara Bennett – Executive Director
 - Scott Kohut – Deputy Director
 - Travis Bryan – Airport Operations Director
- Garver – BRAA General Consultant / Project Manager
 - John Carrigan, PE
 - Annya Grom
- Quantum – Electrical Engineer of Record
 - James Kappes, PE

Bid Submittal Requirements

- Bids will be received until **Friday, August 8, 2025 at 2:00 PM** at the Boca Raton Airport Authority at 903 NW 35th Street, Boca Raton, FL 33431.
 - No bids will be accepted after bid time is called.
 - Reference instructions for Bidders for all bidding requirements.
- Bidder's Checklist of Required Items (Invitation to Bid)
 - Bid proposals must be submitted on the forms provided by BRAA and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of BRAA in the amount of not less than five percent (5%) of the bid price.

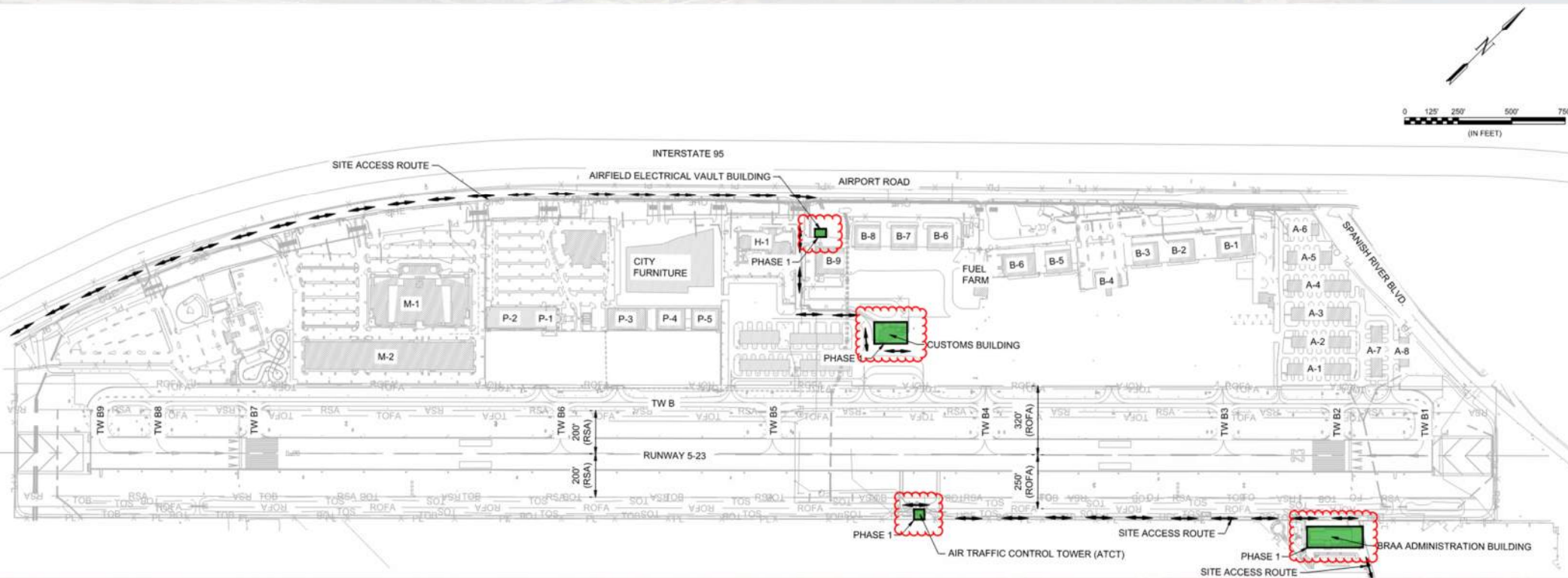
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- Bid documents and addenda can be obtained by contacting Boca Raton Airport. Contact:
 - Travis Bryan, Airport Operations Director
903 NW 35th Street
Boca Raton, FL 33431
Phone (561) 391-2022
travis@bocaairport.com
- Bid Form
 - A printed version of the PDF will be the only accepted Bid Form.

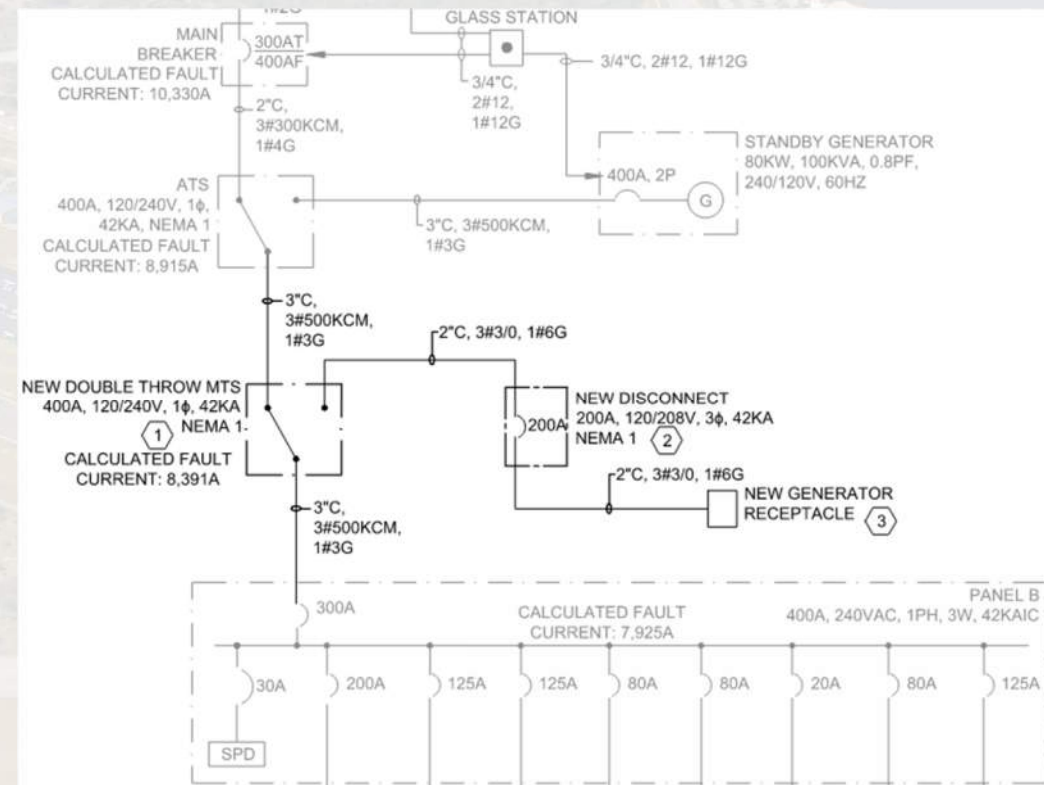
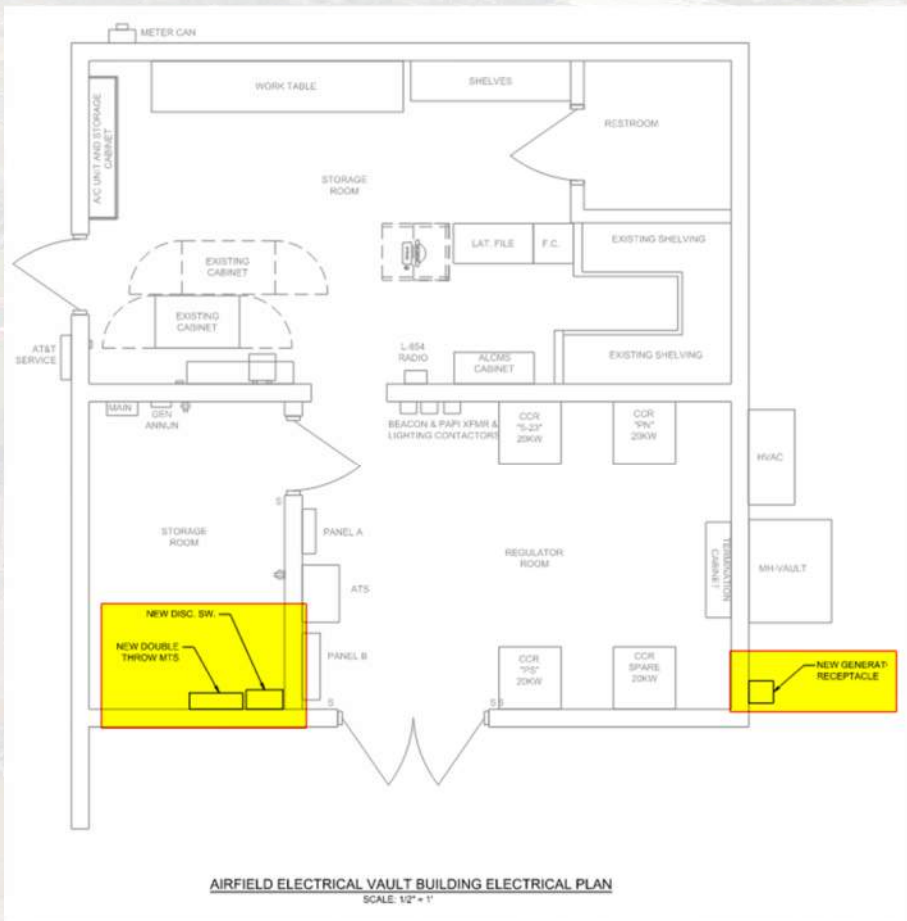
Project Description

- Project Elements
 - Installation of Exterior Connections for Portable Generators
 - With Associated Double-Throw Manual Transfer Switches (MTS) and Disconnects
 - Occurs at Four Buildings
 - Administration Building
 - Customs Building
 - Electrical Vault Building
 - Air Traffic Control Tower (ATCT)

Project Description

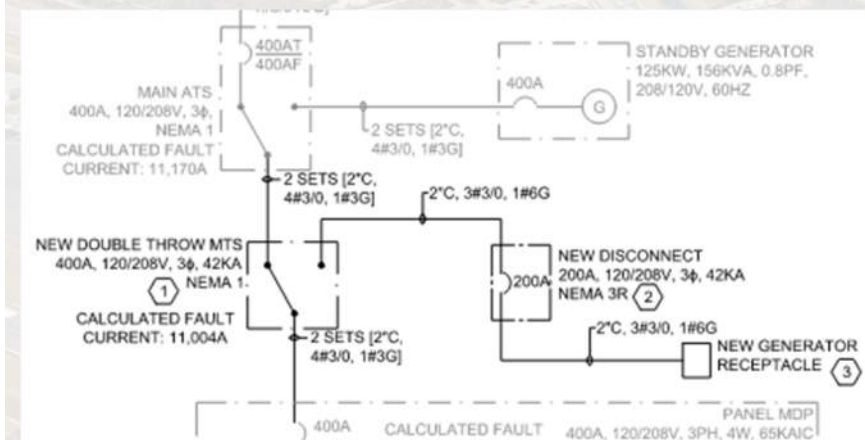
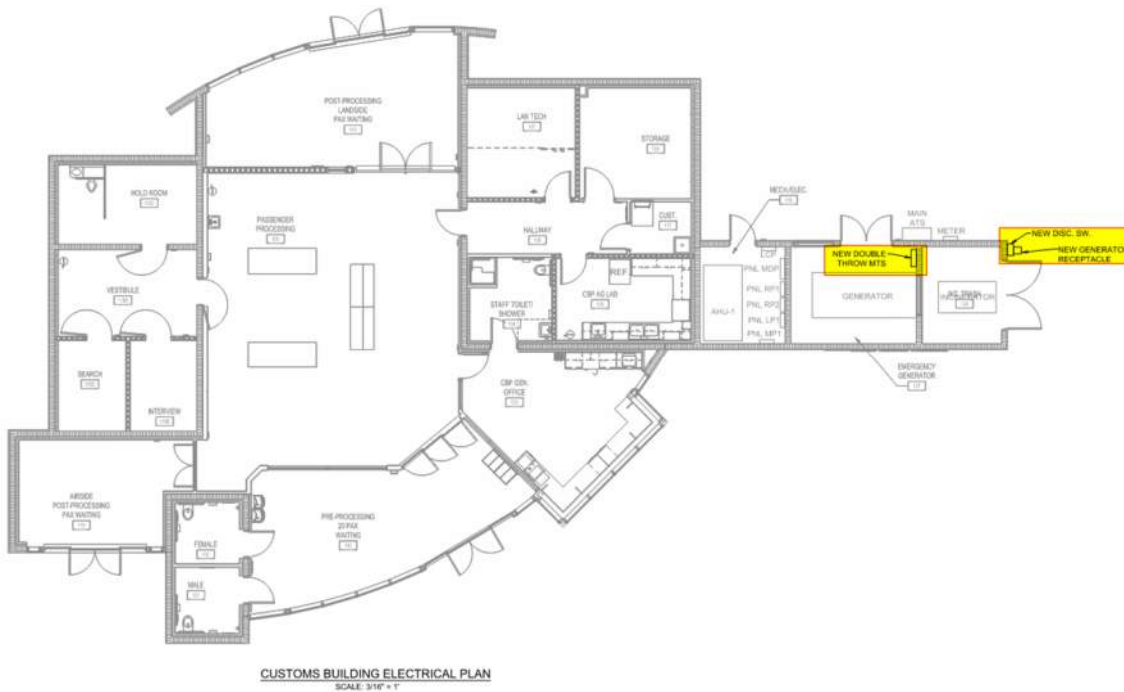


Project Description



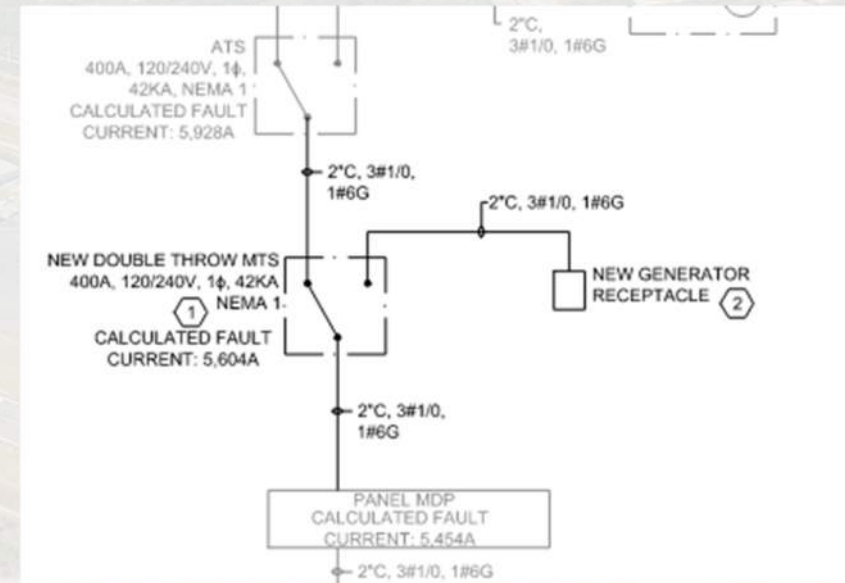
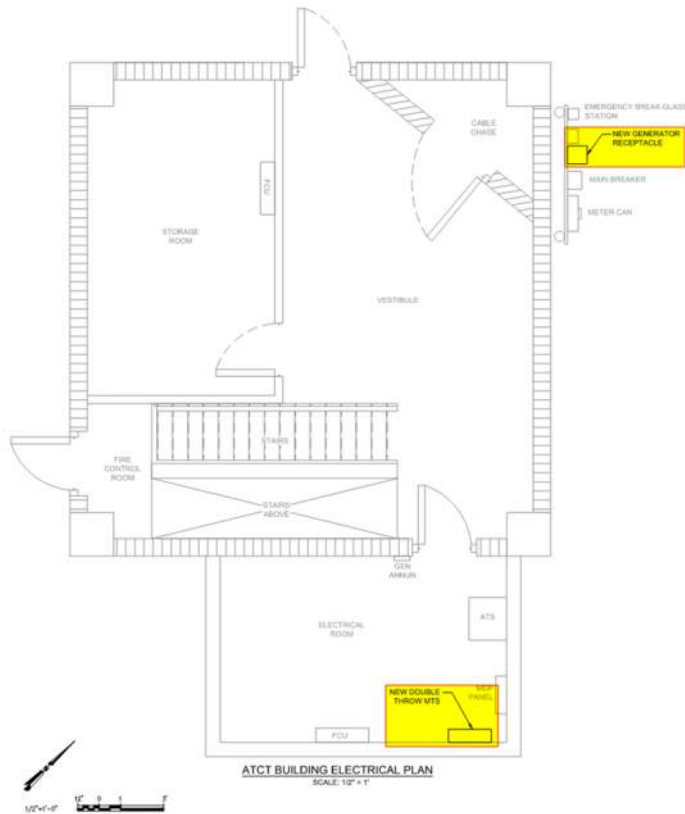
Airfield Vault Building

Project Description



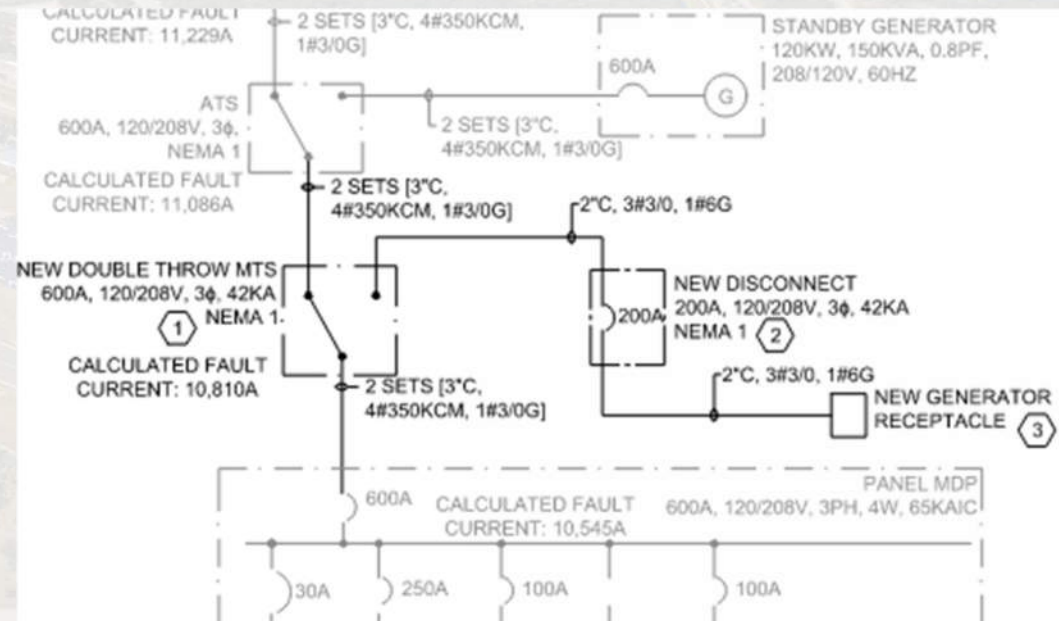
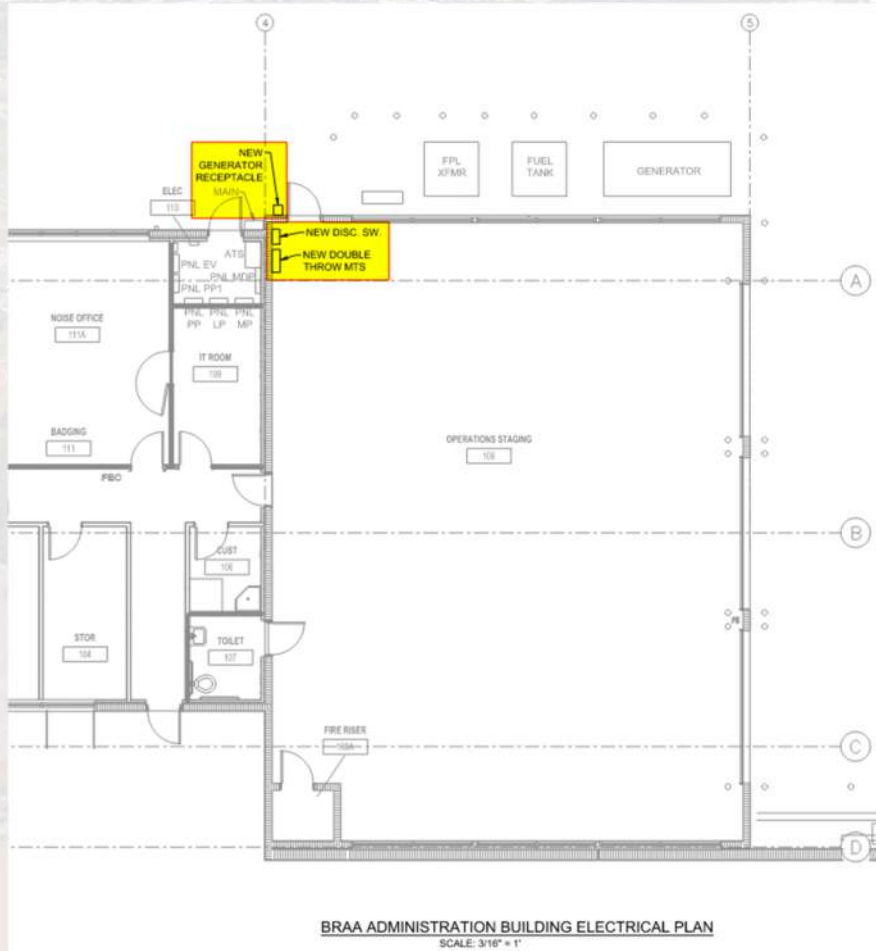
Customs Building

Project Description



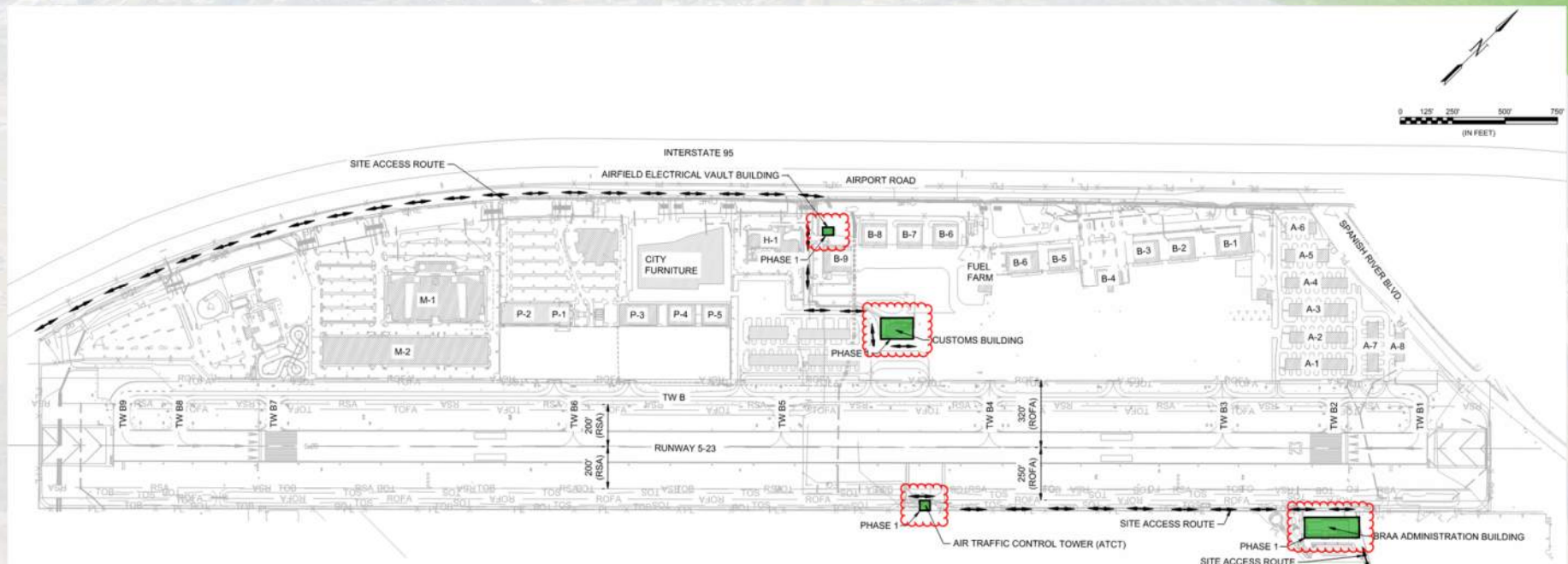
Air Traffic Control Tower

Project Description

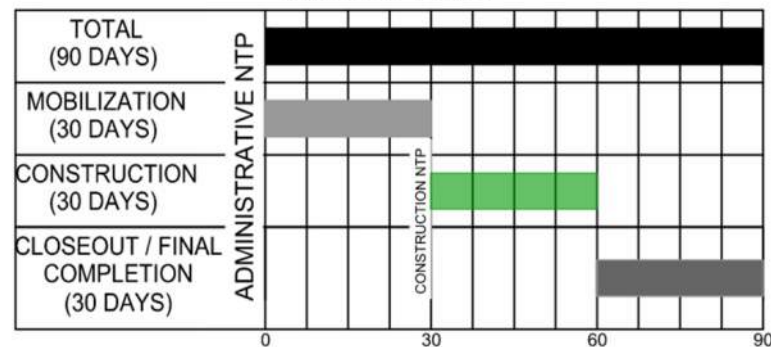


Administration Building

Phasing & Schedule



CONTRACT TIME CALENDAR DAYS



Safety and Security Requirements

- Badging
- Escort Procedures
- Site Access

Permitting

- None anticipated. All work will be treated as “airside.”

DBE Requirements

- Not Required.

Questions / Addenda

- No interpretation of the Contract Documents will be made orally, including statements made during the pre-bid meeting.
- BRAA must receive written request for interpretation no later than **Friday, August 1, 2025 at 2:00 PM** .
- The final addenda, if necessary, will be issued no later than Wednesday, August 6, 2025.

Cone of Silence

- **Cone of Silence:** Pursuant to Section 20 “Procurement Code Cone of Silence” of the Procurement Code of the BRAA, and subject to any exceptions described therein, any verbal or written communication between a Proposer or any of its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of the Executive Director’s staff consultants or agents regarding a solicitation is under a “cone of silence” and is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of the Proposers, whichever occurs first. The following exceptions apply to the cone of silence set forth above:
 - 6.1. Any verbal or written communication between a Proposer or its representatives, employees or agents and the Authority or any of its members, or the Executive Director or any of Executive Director’s staff, consultants or agents regarding a solicitation is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of respondents, whichever occurs first.
 - 6.2 The following exceptions apply to the cone of silence set forth above:
 - 6.2.1 The written response to the solicitation, including bids, proposals and letters of interest;
 - 6.2.2 Communications expressly allowed by the solicitation, including without limitation any interviews conducted during the solicitation evaluation;
 - 6.2.3 Any communication made pursuant to Sections 14, 15, or 16 of the BRAA Procurement Code;
 - 6.2.4 Any communication made with Airport Legal Counsel; and
 - 6.2.5 Any communications made on the record at a public noticed meeting of the Board.

Non-Mandatory Site Visit

- A site visit following the pre-bid meeting will be conducted for project areas within the security fence



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

QUESTIONS AND ANSWERS No. 1

Date: Thursday, July 31, 2025

For the Portable Generator Connections project

Owner: Boca Raton Airport Authority
Owner Project No. 2025-BRAA-07
Garver Project No.: 2501531

To All Plan holders and/or Prospective Bidders:

Question No.	Specification Section	Drawing/ Detail Number	Question	Response	Addendum Information
1.1	N/A	N/A	<i>I just want to confirm the two attachments that went out with the RFP are the only thing issue and there is no spec book</i> <i>Thank you</i>	<i>Correct, there are no technical specifications. All specification information is on the drawings.</i>	<i>None.</i>

END OF QUESTIONS AND ANSWERS



Airport Identification Badge / Gate Card Application

Cardholder Information

First Name: _____ Middle Initial: _____ Last Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Date of Birth: _____ Sex: M / F Height: _____ Hair Color: _____ Eye Color: _____
 Driver's License #: _____ State Issued: _____ DL Expiration Date: _____
 Email: _____ Cell Phone: _____

Purpose For ID Badge:

☐ Aircraft Owner; ☐ Hangar Renter; ☐ Tiedown Renter; ☐ Pilot; ☐ Flight School Staff; ☐ Line Service; ☐ FBO Staff; ☐ FBO Customer Service Agent; ☐ Fuel Truck Operator; ☐ MRO Staff; ☐ MRO Mechanic; ☐ Independent Mechanic; ☐ Airport Authority; ☐ Control Tower; ☐ Airport Security; ☐ Temporary Contractor / Service, **Specify Tenant:** _____

Project: _____

Job Title: _____ Job Description: _____

Cardholder's Organization / Company: _____ Org. / Company Phone: _____

Org. / Company Address: _____ City: _____ State: _____ Zip: _____

Renter: Space / Building / Hangar: _____ (Example: Building A-2, Hangar 3)

Aircraft Type: _____ Aircraft Tail Number: _____

Tenant Information

☐ Atlantic Aviation; ☐ Boca Aircraft Owners (BAO); ☐ Runway 5-23 Condos; ☐ Signature Aviation; ☐ Boca Raton Airport Authority

Applicant's Declarations: 1) Have you committed a felony in the past 5 years? ☐ Yes; ☐ No.

2) Do you have a valid Driver's License? ☐ Yes; ☐ No.

I have read and understand the Terms & Conditions listed on the second page of this application form and will comply with my responsibilities governing gate access and Ramp Driving Permits. I also agree to comply with the Airport Rules, Regulations and Policies, and all applicable Federal, State, County and City laws and Ordinances. I hereby certify that there are no misrepresentations, omissions, falsifications in the information I have provided. I further understand that my failure to adhere to the Terms & Conditions, the Airport Rules & Regulations, and all applicable Federal, State, County and City Laws and Ordinances will result in the termination of my Gate access, ID Card, revocation of airport driving privileges, and/or removal from Airport Property.

Cardholder (Print Name)

Cardholder Signature

Date

"Signatory Authority":

By signing this authorization, I certify that the individual has been vetted, has not committed a felony in the last 5 years, possesses a valid driver's license, and is qualified to obtain access as defined above to the secure areas of the Airport, and to return this ID Badge when access is no longer required.

☐ Ramp Only; ☐ Gate Access, Specify Gate(s): _____

Signatory Authority (Print Name)

Signatory Authority (Signature)

Organization

Date

TERMS AND CONDITIONS of the Airport Identification Badge and Gate Card

Your Airport Identification Badge and Gate Card (**ID Badge**) was issued by the Boca Raton Airport Authority (**BRAA**), which is the Airport Management of the Boca Raton Airport (BCT), and your gate card access was authorized by the “**Signatory Authority**” allowing you gate access to their leasehold area. Your ID Badge is a privilege and airport security starts with you.

1. You are the authorized “**cardholder**” of your ID Badge. Your ID Badge does NOT provide you with authorization to be on runways, taxiways, safety areas, or other protected areas within the movement area.
2. Your ID Badge is NOT transferable to another person. Your ID Badge is issued to you. Only you are authorized to use your ID Badge. You agree that you will not allow someone else to use your ID Badge or take your ID Badge.
3. You agree that you will return your ID Badge to BRAA when you are no longer employed by an airport tenant or the airport authority, no longer have an aircraft located at Boca Raton Airport, or no longer in day-to-day business at Boca Raton Airport. **Failure to return your ID Badge or notify the BRAA of your ID Badge being lost may result in a \$100 fine.**
4. You agree that you will notify BRAA immediately of any changes in the information provided in this application.
5. Upon entering or exiting a vehicle gate, you will wait for the gate to completely close behind you, before proceeding, and prevent any unauthorized persons or vehicles from entering the AOA, the area inside the airport perimeter fence and gates.
6. Upon entering a vehicle gate to access the AOA, cardholders must hold their ID Badge to the card reader each time before entering the AOA. Upon entering a vehicle gate, only one vehicle at a time may pass through an open gate and then must wait for the gate to close before proceeding away from the gate. “Piggybacking” or vehicles entering the AOA and following another vehicle or passing through a gate without the gate closing between vehicles is prohibited.
7. The AOA is restricted for both safety and security purposes. Except for passengers embarking and disembarking aircraft, the general public including contractors are prohibited from having access on the AOA unless escorted by a cardholder of a valid ID Badge. Cardholders must always keep escorted persons in visual contact and in safe proximity. Cardholders may not leave unbadged contractors or guests left alone for any period of time on the AOA. Leaving unbadged persons unescorted on the AOA may result in the termination of the cardholder’s access and the removal of all involved from Airport property.
8. A cardholder’s AOA access is limited to the leasehold area of the Tenant with the Signature Authority that authorized the cardholder’s AOA access. This AOA access authorization further limits the cardholder’s AOA access to and from the cardholder’s specific rented space and does not allow the cardholder’s AOA access to other leasehold areas/ ramp/ apron/ hangar areas.
9. Authorized AOA access does not give the cardholder authorized access to the entire AOA or all the leasehold area/ ramps/ aprons/ hangar areas. A cardholder is prohibited from accessing leasehold areas/ ramps/ aprons/ hangar areas that the cardholder does not have authorization by the appropriate “Signature Authority” of the leasehold. Driving, walking, taxiing, or riding, etc. across the ramps/aprons onto another tenant’s leasehold is prohibited. Any cardholder found on an unauthorized leasehold / ramp / apron area for any reason will have their ID Badge and gate access revoked.
10. A cardholder with access to more than one hangar or tenant ramp/apron area agrees to exit the AOA before accessing another tenant’s ramp area. The cardholder will exit the first tenant ramp area through a gate authorized by the first tenant’s signatory authority, and then enter the AOA through a gate authorized by the second tenant’s signatory authority.
11. Ground vehicle speed limit on the AOA is **15 miles per hour**. Driving at excessive speed or in an erratic or unsafe manner are prohibited.
12. Ground vehicles must give way to aircraft. Aircraft and pedestrians have the right of way over any ground vehicle. While on the AOA, cardholders must use extreme caution and should look and listen for aircraft when moving on the ramp/ apron.
13. Ground vehicles must be parked in designated parking areas only. The aircraft parking ramps/ aprons and tie-down spaces are not designated for ground vehicle parking.
14. BRAA Executive Director or designated BRAA staff has the right to tow or otherwise move any ground vehicle for reasons of safety, security, unauthorized parking, abandonment, law enforcement assistance, or official investigation.
15. The driver/ pilots of any vehicle/ aircraft involved in an accident or property damage on the AOA shall stop and render assistance at the scene and call for emergency response. Driver or Pilot details, including name, address, insurance information, names of others involved, phone contacts, and emails will be given to any witness, police officer, Airport Security Officer, and BRAA staff, upon request. Any accident or property damage occurring on airport property must be reported to the BRAA.
16. BRAA reserves the right to revoke any gate access authorization where such an action is determined to be in the best interest of airport security or safety.
17. I hereby release the Boca Raton Airport Authority from any and all causes of actions, torts, damages, judgments, claims, rights and demands that may arise in connection with the issuance, use or termination of this ID Badge and/ or gate access authorization.