



Boca Raton Airport
Boca Raton, Florida

Addendum No.: 1

Solicitation Title: Taxiway Geometry Improvements and Runway 5 Aircraft Holding Bay Rehabilitation

Addendum Date: March 25, 2026

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION:

BID NO.: 2026-BRAA-001

QUESTIONS RECEIVED FROM POTENTIAL BIDDERS:

Q1) Please provide a status update regarding the corrected "2026-BRAA-001—Front End Docs-2026-02-27."

A1) Revised Front-End Documents (2026-BRAA-001— Contract Bid Documents Project Manual) are attached as part of Addendum No. 1.

Q2) The civil plan set includes three sheets from the Geotechnical Report showing boring locations. Please provide the complete geotechnical report(s) for the project.

A2) The Geotechnical Report is included with this addendum.

Q3) Please provide the CAD files prepared by Kimley-Horn, including existing and proposed topography and the paving, grading, and drainage files.

A3) CAD files will not be provided during bidding. Earthwork shall be bid per cubic yards shown in the plan quantity. CAD files will be provided to the awarded bidder.

QUESTIONS RECEIVED FROM BIDDERS DURING PRE-BID MEETING:

Q4) Will milling material in excess of those needed for placement and compaction in the two designated areas on the plans be hauled away?

A4) Yes.

Q5) Because the TOFA and ROFA are so close together, all equipment is to be brought back to the yard at the end of shift, correct?

A5) Yes.

Q6) Asphalt cores were referenced, but we do not see them shown in the plans. Please confirm that coring was completed and that the results verifying asphalt thickness are available.

A6) Yes, the Geotechnical Report is included with this addendum.

Q7) With the current volatility in oil prices and ongoing conditions in the Middle East, can we confirm that there will be no support or adjustments for bituminous material costs?

A7) That is correct, because the project is federally funded, the FAA does not permit adjustments for fluctuations in bituminous material costs during construction.

Q8) Is there an estimated project budget available?

A8) No, not at this time.

CONTRACT PROJECT MANUAL AND SPECIFICATIONS:

- **Remove and Replace Contract Bid Documents Project Manual with the attached Contract Bid Documents Project Manual, in its entirety.**
 - Updated Table of Contents
 - Updated Bid Preparation Checklist
 - Updated DBE Requirements within the Supplemental Instructions to Bidders
 - Removed Non-Segregated Facilities section within the Supplemental Instructions to Bidders
 - Updated Bidder's Information Form (BID002-5)
 - Removed DBE Forms
 - Added Small Business Forms
 - Updated Monthly Utilization Report on Project Forms
 - Updated the General Civil Rights Provisions
 - Updated the Title VI Solicitation Notice
 - Updated the Title VI List of Pertinent Nondiscrimination Acts and Authorities

- Removed Standard Federal Equal Employment Opportunity
- Removed Prohibition of Segregated Facilities
- ***Remove and Replace Bid Form with the attached Bid Form, in its entirety.***
 - Revision of Electrical Allowance

CONTRACT DRAWINGS:

- ***Remove Sheet E15, ALCMS MODIFICATIONS and Replace with attached Electrical Sheet E15, ALCMS MODIFICATIONS.***
 - Added replacement of ALCMS touchscreen in the vault and the tower.

ATTACHMENTS:

- *Geotechnical Report*
- *Pre-Bid Meeting Summary*
- *2026-BRAA-001— Contract Bid Documents Project Manual*
- *Sheet E15 – ALCMS MODIFICATIONS*
- *Bid Form*
- *South Florida Water Management District - Environmental Resource General Permit*

End of Addendum #1



January 14, 2026

Kimley-Horn & Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Attn: Tom O'Donnell, P.E.
Email: Tom.ODonnell@kimley-horn.com

RE: **Geotechnical Services**
BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)
Boca Raton, Florida
TSFGEO Project No. 7111-25-286

Dear Tom:

As requested, **TIERRA SOUTH FLORIDA, INC. (TSFGEO)** has completed three (3) Standard Penetration Test (SPT) borings to depths of 10 feet below existing grade, six (6) asphalt pavement cores, and three (3) California Bearing Ratio (CBR) tests with associated standard proctor tests at the above referenced site.

Subsurface conditions were explored with a total of three (3) SPT borings to depths of 10 feet below existing grade, located as shown on the attached boring location plan. The borings were located in the field by Kimley-Horn & Associates personnel. The SPT borings were drilled using a truck-mounted CME-45 or B-57 drill rig equipped with an automatic hammer. Samples of the in-place materials were recovered at frequent intervals using a standard split spoon, driven with a 140-lb hammer freely falling 30 inches (The SPT after ASTM D 1586). Samples of the in-place soils were returned to our laboratory for classification by a geotechnical engineer, in general accordance with the Unified Soil Classification System (USCS). The soil test boring profiles are presented on the attached Soil Profile sheets.

Based on visual classifications, underneath the topsoil layers, the subsoils encountered in the borings primarily consist of sandy soils extending to the boring termination depths. The sandy soils were generally classified as SP. Based on SPT N-values, the sandy soil layers were generally in very loose to medium-dense density conditions. Groundwater depth in the borings generally was encountered between approximately 3½ to 5½ feet below existing grade. Additional information regarding the borings may be found on the attached Boring Location Plan and Soil Profiles sheets.

Based on a review of available map and well data, the Seasonal High Groundwater Table (SHGWT) level is estimated to be approximately 7.5' NAVD 1988. This estimate is based on readings from USGS well PB-732 and the Altitude of Water Table, Surficial Aquifer, Palm Beach County, Florida, April 24-26, 1984 map.

Six (6) asphalt pavement cores were obtained from the existing pavement. Core samples were reviewed in the laboratory for pavement thickness. A summary of the core data and photos of the cores in the laboratory are attached.

Three (3) samples of the near surface soils were obtained from the field and submitted to the laboratory for California Bearing Ratio (CBR) and associated standard proctor testing. The samples were taken from approximately 1½ below existing grade. The laboratory CBR results were 22, 32, and 34. The results are included on the attached Report of Moisture Density Relationship.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Very truly yours,

TIERRA SOUTH FLORIDA, INC.

Ramakumar Vedula, P.E.
Principal Engineer
FL Registration No. 54873

Sean Tromans, E.I.
Staff Engineer



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY RAMAKUMAR VEDULA ON
THE DATE ADJACENT TO THE SEAL

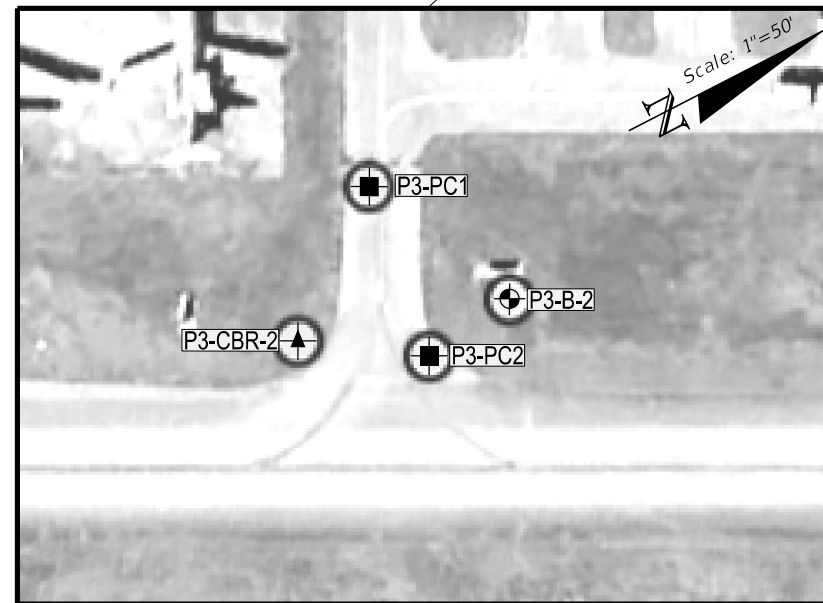
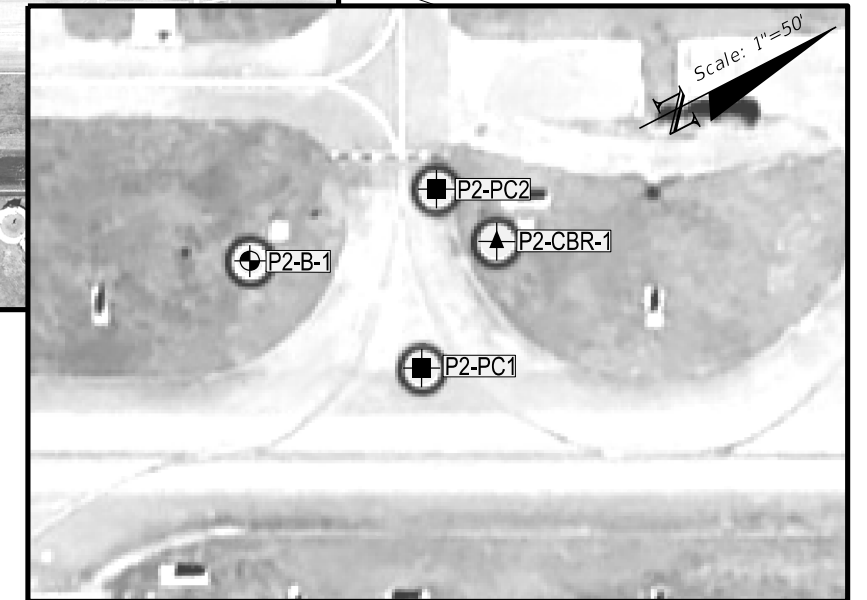
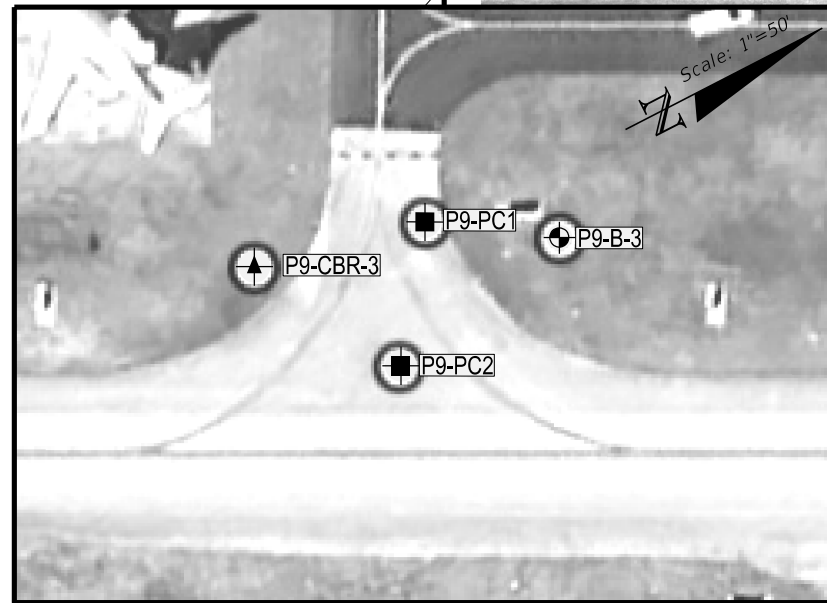
SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES

TIERRA SOUTH FLORIDA, INC
2765 VISTA PARKWAY SUITE-H10
WEST PALM BEACH, FL 33411

Attachments:

- Boring Location Plan and Soil Profiles – Sheets 1-2
- Summary of Laboratory Tests
- Grain Size Data Sheets
- Pavement and Base Material Data Sheets
- Core Photos
- Report of Moisture Density Relationship

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-  Approximate Location of Standard Penetration Test (SPT) Boring
-  Approximate Location of Pavement Core
-  Approximate Location of Limerock Bearing Ratio (LBR) Sample

DRAWN BY:
JO
CHECKED BY:
ST

APPROVED BY:
RV
DATE:
1/2/2026

ENGINEER OF RECORDS
RAMAKUMAR VEDULA, P.E.
FLORIDA LICENSE NO.:
54873



TIERRA SOUTH FLORIDA
2765 VISTA PARKWAY, STE-10
WEST PALM BEACH, FL 33411

SCALE:
NTS

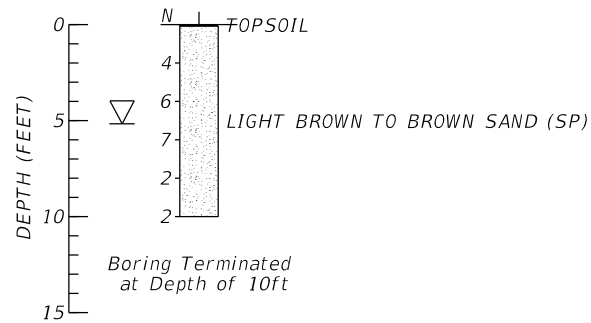
PROJECT NUMBER:
7111-25-286

BORING LOCATION PLAN
TAXIWAY GEOMETRY IMPROVEMENTS
DESIGN PHASE SERVICES
(TAXIWAYS P2,P3, AND P9)
BOCA RATON, FLORIDA

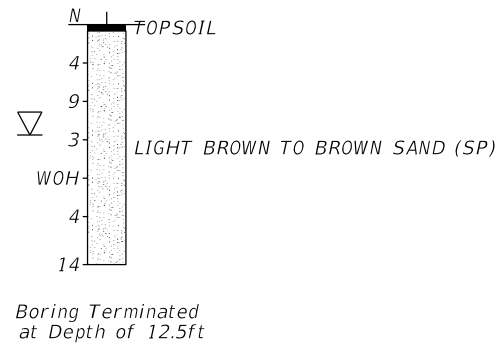
SHEET NO.
1

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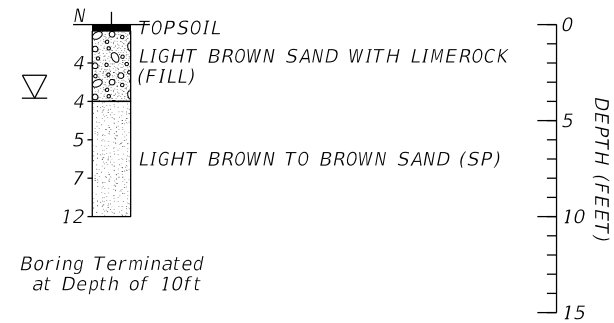
Bore # P2-B1
 Date 11/12/2025
 Driller Y. PINO
 Hammer Auto
 Rig B-57
 Latitude 26.384501
 Longitude -80.102427



Bore # P3-B2
 Date 12/9/2025
 Driller A. PARADA
 Hammer Auto
 Rig CME-45
 Latitude 26.383865
 Longitude -80.103088



Bore # P9-B3
 Date 12/9/2025
 Driller A. PARADA
 Hammer Auto
 Rig CME-45
 Latitude 26.378867
 Longitude -80.108562



LEGEND

■ Topsoil

□ Sand

□ Gravelly Sand

▽ Encountered Groundwater Table

WOH Weight Of Hammer

(SP) Unified Soil Classification System (ASTM D 2488)

N Indicate SPT Value (12" Penetration-140 lb Hammer)

NOTES

1. STRATA BOUNDARIES ARE APPROXIMATE AND MAY VARY BETWEEN OR AWAY FROM BORING LOCATIONS.
2. BORING LOCATIONS WERE MARKED IN THE FIELD USING A HANDHELD GPSmap GARMIN 78s. ACTUAL LOCATIONS AND THEIR COORDINATES ARE APPROXIMATE.
3. DEPTH SHOWN ARE IN FEET FROM EXISTING GROUND SURFACE
4. SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMERS N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSE.
5. THE SAND STRATA ENCOUNTERED IN THIS AREA IS SOMETIMES MIXED WITH CEMENTED SAND AND LIMESTONE THAT COULD OFFER HIGH RESISTANCE AND LEAD TO CAVING SOILS. SPECIAL EQUIPMENT AND/OR PROCEDURES MAY BE REQUIRED TO EXCAVATE AND STABILIZE EXCAVATIONS.

DRAWN BY:
JO

APPROVED BY:
RV

ENGINEER OF RECORDS

RAMAKUMAR VEDULA, P.E.
 FLORIDA LICENSE NO.:
54873



TIERRA SOUTH FLORIDA
 2765 VISTA PARKWAY, STE-10
 WEST PALM BEACH, FL 33411

SCALE:
NTS

PROJECT NUMBER:
7111-25-286

SOIL PROFILES
TAXIWAY GEOMETRY IMPROVEMENTS
DESIGN PHASE SERVICES
(TAXIWAYS P2,P3, AND P9)
BOCA RATON, FLORIDA

SHEET NO.
2

SUMMARY OF LABORATORY TESTS
Geotechnical Services
BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)
Boca Raton, Florida
TSFGeo Project No. 7111-25-286

Boring Number	Sample Number	Sample Depth (ft)	Unified Symbol	Sieve Analysis, Percentage Passing											Written Description	Organic Content (%)	Natural Moisture Content (%)
				3/4"	1/2"	3/8"	#4	#10	#40	#50	#60	#100	#140	#200			
P9 B-3	5	8 TO 10	SP	100	100	100	100	100	92	76	60	8	2	2	LIGHT BROWN TO BROWN SAND (SP)	1.1	24.3
P2 CBR-1	1	1.5	SP	100	100	100	100	100	90	72	57	13	2	1	LIGHT BROWN TO BROWN SAND (SP)		0.0
P3 CBR-2	1	1.5	SP	100	100	100	98	97	89	72	57	15	3	1	LIGHT BROWN TO BROWN SAND (SP)		3.5
P9 CBR-3	1	1.5	SP	96	94	93	90	88	78	60	45	14	6	4	LIGHT BROWN SAND WITH LIMEROCK (FILL)		6.7



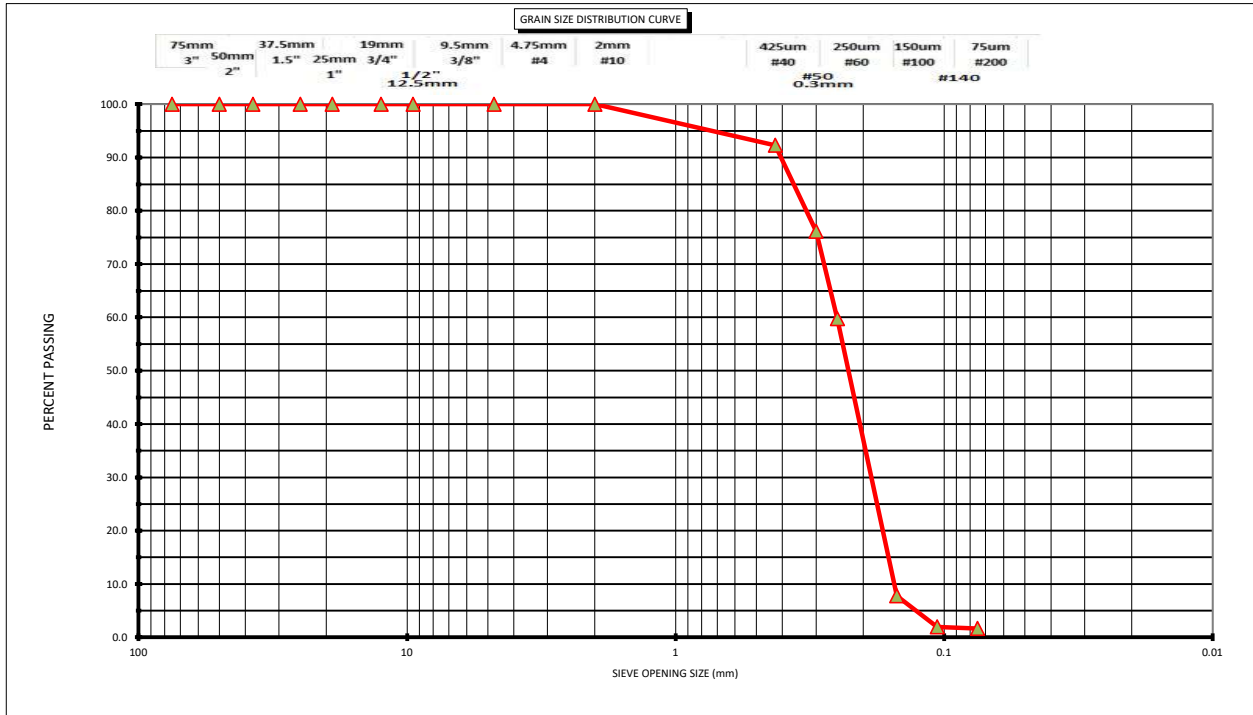
GRAIN SIZE DATA SHEET

PROJECT INFORMATION
Geotechnical Services

BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)

Boca Raton, Florida
TSFGEO Project No. 7111-25-286

DATE: 12/11/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 1.6$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0.8$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # P9 B-3 SAMPLE # 5 DEPTH (ft): 8 TO 10
STRATUM: 3

SOIL CLASSIFICATION: SP
MC% 24.3
OC% 1.08
-200% 2
LIGHT BROWN TO BROWN SAND (SP)

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



GRAIN SIZE DATA SHEET

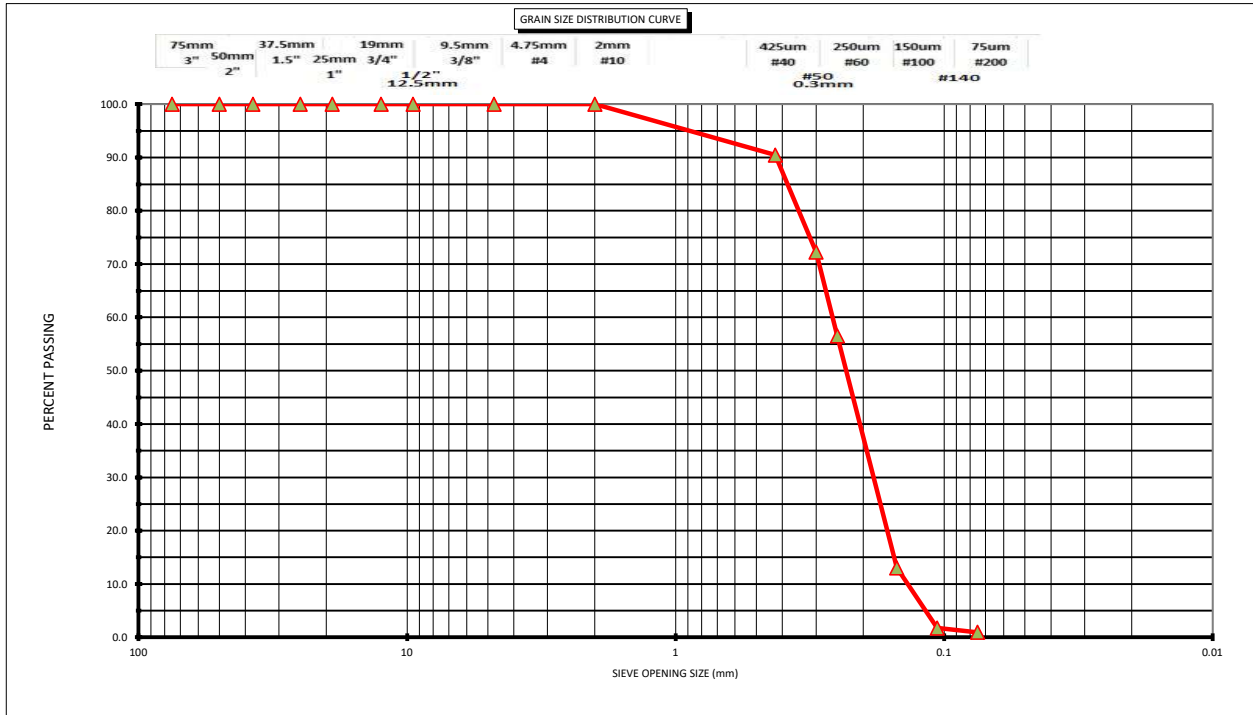
PROJECT INFORMATION
Geotechnical Services

BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)

Boca Raton, Florida

TSFGEO Project No. 7111-25-286

DATE: 11/12/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 1.9$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0.9$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # P2 CBR-1 SAMPLE # 1 DEPTH (ft): 1.50
STRATUM: 3

SOIL CLASSIFICATION: SP
MC% 0.0
OC%
-200% <1
LIGHT BROWN TO BROWN SAND (SP)

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



GRAIN SIZE DATA SHEET

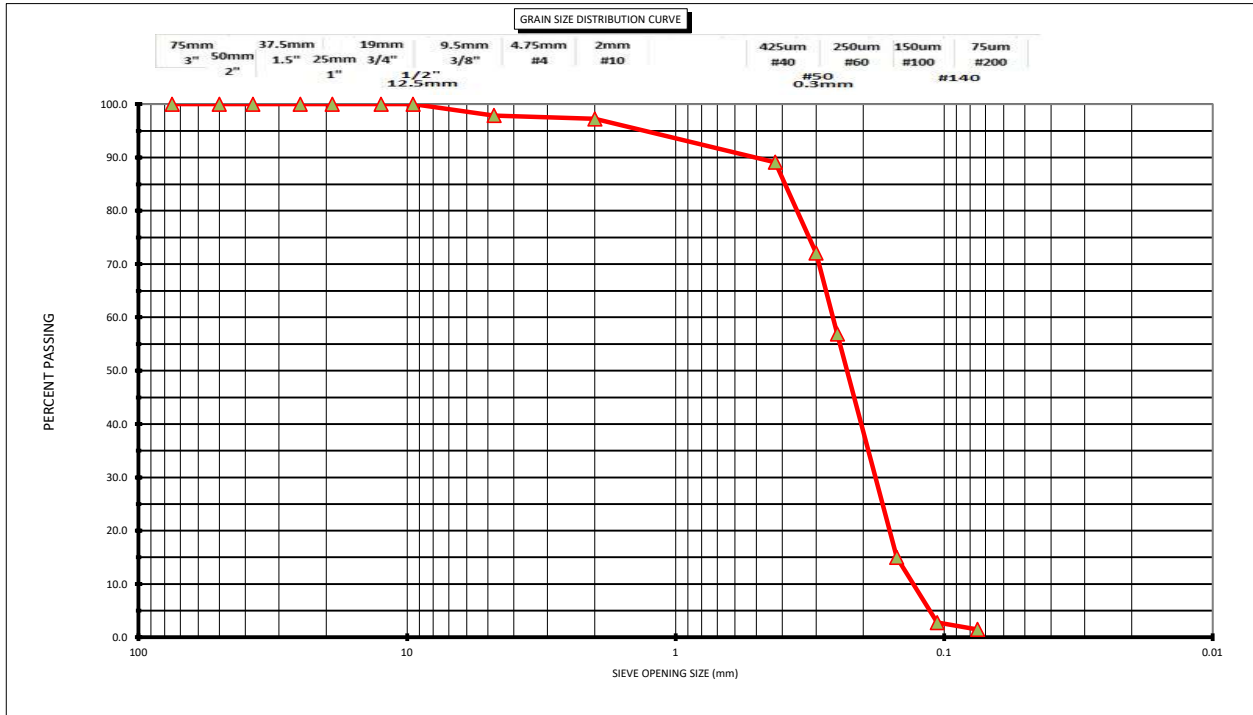
PROJECT INFORMATION
Geotechnical Services

BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)

Boca Raton, Florida

TSFGEO Project No. 7111-25-286

DATE: 12/9/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 1.9$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0.9$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # P3 CBR-2 SAMPLE # 1 DEPTH (ft): 1.50
STRATUM: 3

SOIL CLASSIFICATION: SP
MC% 3.5 LIGHT BROWN TO BROWN SAND (SP)
OC%
-200% 1

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



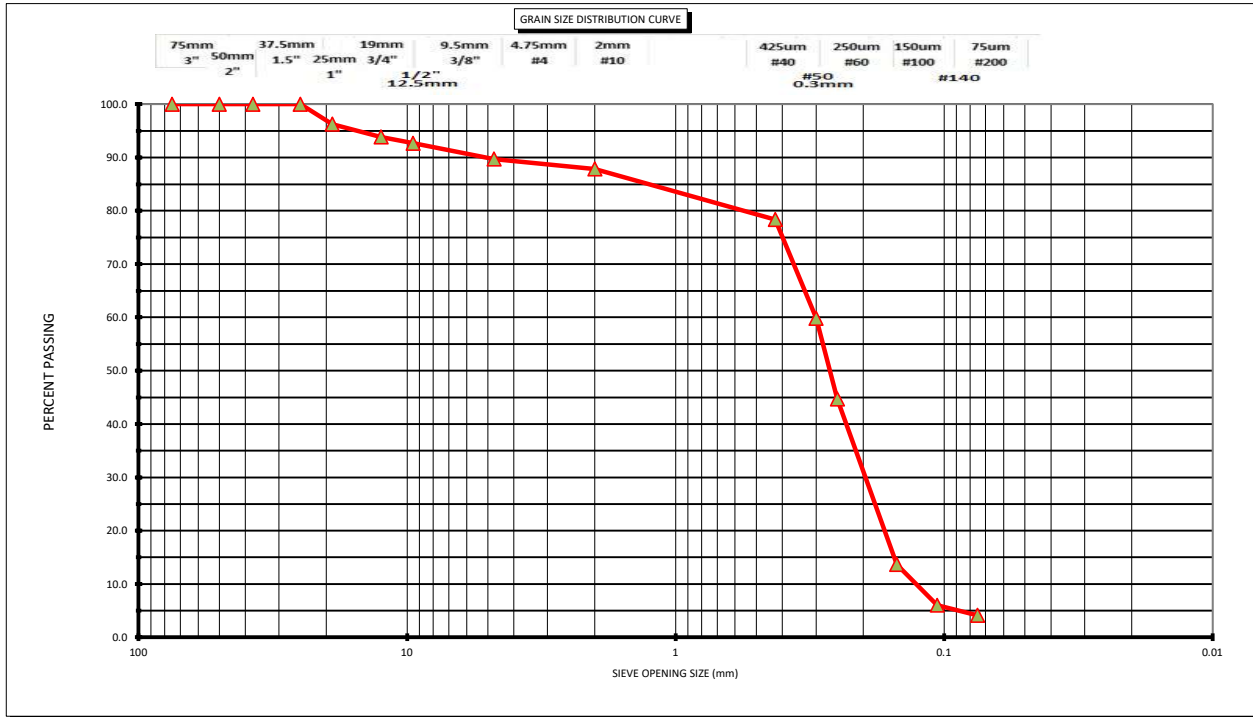
GRAIN SIZE DATA SHEET

PROJECT INFORMATION
Geotechnical Services

BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)

Boca Raton, Florida
TSFGeo Project No. 7111-25-286

DATE: 12/9/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 2.3$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0.9$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # P9 CBR-3 SAMPLE # 1 DEPTH (ft): 1.50
STRATUM: 2

SOIL CLASSIFICATION: SP
MC% 6.7
OC% 4
-200% 4
LIGHT BROWN SAND WITH LIMEROCK (FILL)

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

Geotechnical Services
BCT Taxiway Geometry Improvements Design Phase Services (Taxiways P2, P3 and P9)
Boca Raton, Florida
TSFGEO Project No. 7111-25-286

Pavement and Base Material Data Sheet

Latitude	Longitude	Core ID	Core Date	Number of Layers Estimated	Pavement Layers (in.)						Total Core Length (in.)	Base Material	Subgrade			Notes	
					Layer 1	Layer 2	Layer 3	Layer 4	Layer 5	Layer 6			Base Stratum 1 LR	Type Stratum	Thickness (in.)		Depth (in.)
26.384535	-80.10227	PC-P2C1	11/12/2025	1	5							5	12	N/A			STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.
26.384632	-80.102364	PC-P2C2	11/12/2025	1	2.8							2.8	11	N/A			STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.
26.383849	-80.10323	PC-P3C1	12/9/2025	1	1.7							1.7	7	N/A	0.1		STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY GRAY SAND.
26.383795	-80.1031	PC-P3C2	12/9/2025	1	6							6	4	N/A	0.2		STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.
26.378806	-80.108646	PC-P9C1	12/9/2025	1	6.7							6.7	8	N/A			STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.
26.378722	-80.108577	PC-P9C2	12/9/2025	1	11							11	4	N/A			STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY GRAY SAND.

Note - Latitude and Longitude are approximate

ESTIMATE OF ASPHALT TYPE *

Pavement Layer Code (1) ASPHALT

Pavement Conditions:

- G = Good
- F = Fair
- P = Poor
- B = Bad

* Pavement conditions based on visual observations only.



Core ID PC-P2C1
Core Date 11/12/2025
Latitude 26.384535
Longitude -80.10227
Pavement Layer 1 5
Total Core Length (in.) 5
Base Material Thickness (in.) 1 LR 12
Stabilized Subgrade? N/A
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.



Core ID PC-P2C2
Core Date 11/12/2025
Latitude 26.384632
Longitude -80.102364
Pavement Layer 1 2.8
Total Core Length (in.) 2.8
Base Material Thickness (in.) 1 LR 11
Stabilized Subgrade? N/A
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.



Core ID PC-P3C1
Core Date 12/9/2025
Latitude 26.383849
Longitude -80.10323
Pavement Layer 1 1.7
Total Core Length (in.) 1.7
Base Material Thickness (in.) 1 LR 7
Stabilized Subgrade? N/A
Crack * Depth (in.) 0.1
Full Depth Crack? NO
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY GRAY SAND.



Core ID PC-P3C2
Core Date 12/9/2025
Latitude 26.383795
Longitude -80.1031
Pavement Layer 1 6
Total Core Length (in.) 6
Base Material Thickness (in.) 1 LR 4
Stabilized Subgrade? N/A
Crack * Depth (in.) 0.2
Full Depth Crack? NO
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.



Core ID PC-P9C1
Core Date 12/9/2025
Latitude 26.378806
Longitude -80.108646
Pavement Layer 1 6.7
Total Core Length (in.) 6.7
Base Material Thickness (in.) 1 LR 8
Stabilized Subgrade? N/A
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY LIGHT BROWN SAND.



Core ID PC-P9C2
Core Date 12/9/2025
Latitude 26.378722
Longitude -80.108577
Pavement Layer 1 11
Total Core Length (in.) 11
Base Material Thickness (in.) 1 LR 4
Stabilized Subgrade? N/A
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY GRAY SAND.

REPORT OF MOISTURE DENSITY RELATIONSHIP

Tested for: Kimley-Horn & Associates
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411

Project: BCT Taxiway Rehabilitation Project
 Boca Raton, Florida
 TSF Project No.: 7111-25-286

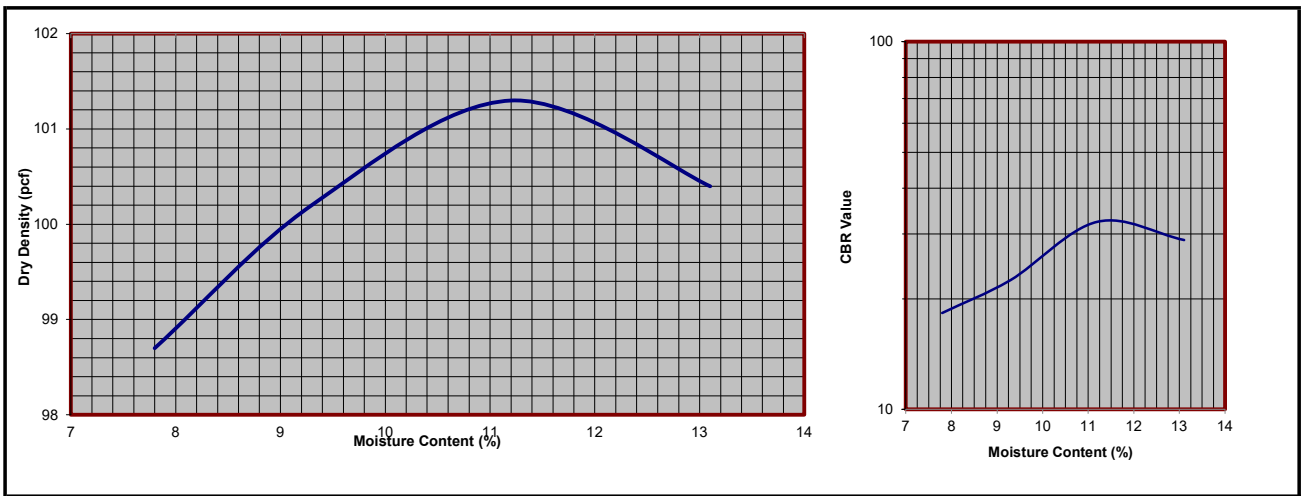
Attn: Tom O'Donnell, P.E.

Inspector: Ulices Mora

cc:

TSF Project #: 7111-25-286

Date: 11/12/25



SOIL DESCRIPTION

Visual Classification: BROWN SAND
Sample Source: P2 CBR-1
Method of Test: ASTM D-1883 (CBR) **Surcharge =** 10 lbs
Test Results:
Maximum Dry Density = 101.3 pcf **Optimum Moisture =** 11.2 % **CBR Value:** 32

Note:

These test results apply only to the specific locations noted and may not represent any other location or elevations. Reports may not be reproduced, except in full, without permission by Tierra South Florida, Inc.

REPORT OF MOISTURE DENSITY RELATIONSHIP

Tested for: Kimley-Horn & Associates
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411

Project: BCT Taxiway Rehabilitation Project
 Boca Raton, Florida
 TSF Project No.: 7111-25-286

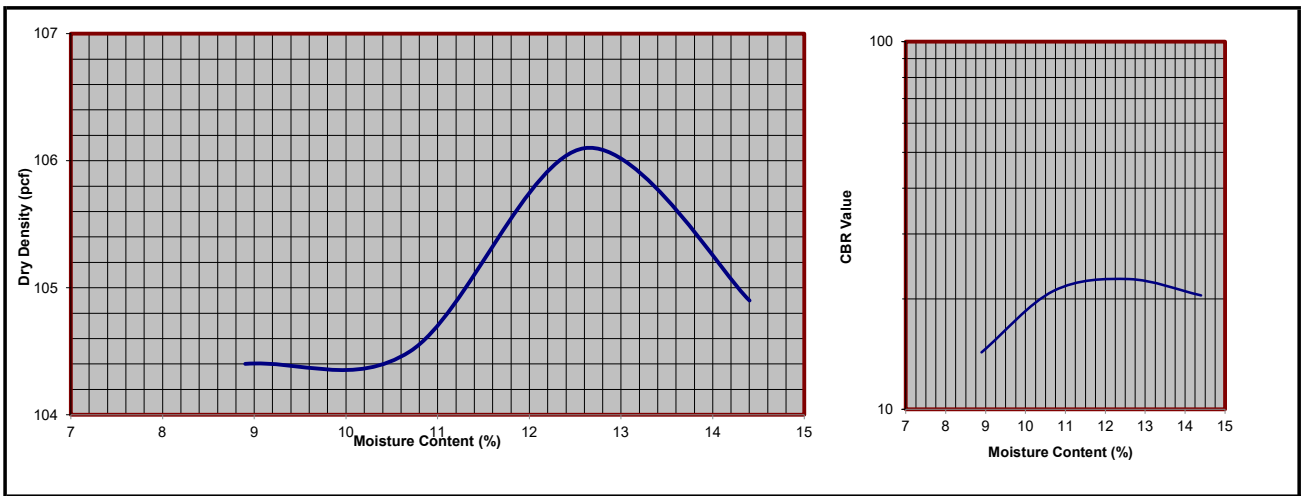
Attn: Tom O'Donnell, P.E.

Inspector: Ulices Mora

cc:

TSF Project #: 7111-25-286

Date: 12/09/25



SOIL DESCRIPTION

Visual Classification: GRAY SAND WITH LIMEROCK
Sample Source: P3 CBR-2
Method of Test: ASTM D-1883 (CBR) **Surcharge =** 10 lbs
Test Results:
Maximum Dry Density = 106.1 pcf **Optimum Moisture =** 12.6 % **CBR Value:** 22

Note:

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REPORT OF MOISTURE DENSITY RELATIONSHIP

Tested for: Kimley-Horn & Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Project: BCT Taxiway Rehabilitation Project
Boca Raton, Florida
TSF Project No.: 7111-25-286

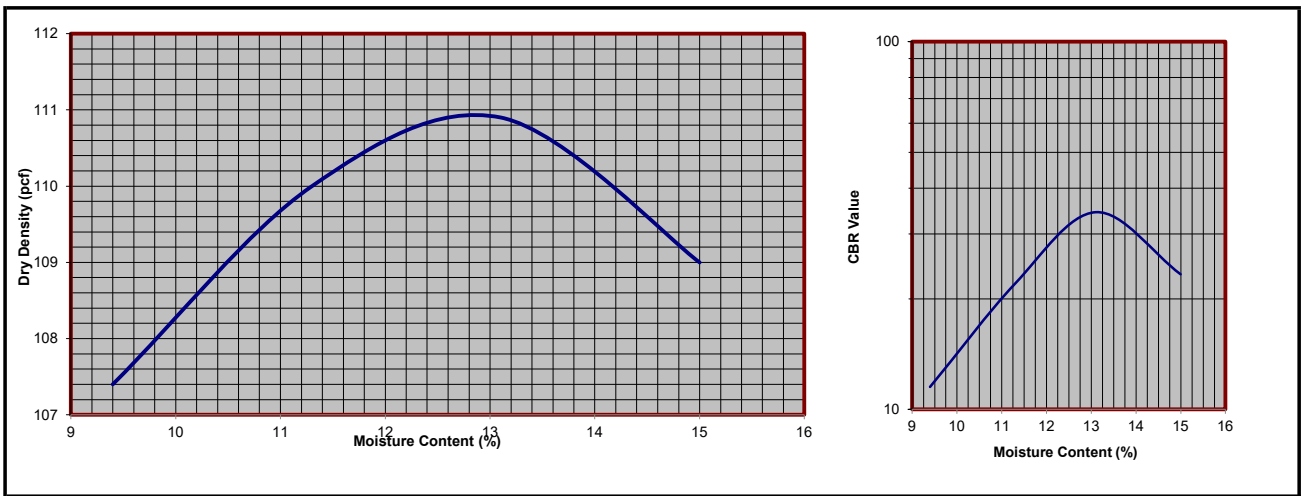
Attn: Tom O'Donnell, P.E.

Inspector: Ulices Mora

cc:

TSF Project #: 7111-25-286

Date: 12/09/25



SOIL DESCRIPTION

Visual Classification: BROWN SAND WITH LIMEROCK
Sample Source: P9 CBR-3
Method of Test: ASTM D-1883 (CBR) **Surcharge =** 10 lbs
Test Results:
Maximum Dry Density = 110.9 pcf **Optimum Moisture =** 13.1 % **CBR Value:** 34

Note:

These test results apply only to the specific locations noted and may not represent any other location or elevations. Reports may not be reproduced, except in full, without permission by Tierra South Florida, Inc.



January 14, 2026

Kimley-Horn & Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Attn: Tom O'Donnell, P.E.
Email: Tom.ODonnell@kimley-horn.com

RE: **Geotechnical Services**
BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
Boca Raton, Florida
TSFGEO File No. 7111-25-344

Dear Tom:

As requested, **TIERRA SOUTH FLORIDA, INC. (TSFGEO)** has completed one (1) Standard Penetration Test (SPT) boring to a depth of 10 feet below existing grade, four (4) asphalt pavement cores, and one (1) California Bearing Ratio (CBR) test with associated standard proctor test at the above referenced site.

Subsurface conditions were explored with one (1) SPT boring to a depth of 10 feet below existing grade, located as shown on the attached boring location plan. The boring was located in the field by Kimley-Horn & Associates personnel. The SPT boring was drilled using a truck-mounted B-57 drill rig equipped with an automatic hammer. Samples of the in-place materials were recovered at frequent intervals using a standard split spoon, driven with a 140-lb hammer freely falling 30 inches (The SPT after ASTM D 1586). Samples of the in-place soils were returned to our laboratory for classification by a geotechnical engineer, in general accordance with the Unified Soil Classification System (USCS). The soil test boring profiles are presented on the attached Soil Profile sheets.

Based on visual classifications, underneath the topsoil layer, the subsoils encountered in the boring primarily consisted of sandy soils extending to the boring termination depth. The sandy soils were classified as SP. Based on SPT N-values, the sandy soils were generally in loose to medium-dense density conditions. Groundwater depth in the boring was encountered approximately 3½ feet below existing grade. Additional information regarding the borings may be found on the attached Boring Location Plan and Soil Profiles sheet.

Based on a review of available map and well data, the Seasonal High Groundwater Table (SHGWT) level is estimated to be approximately 7.5' NAVD 1988. This estimate is based on readings from USGS well PB-732 and the Altitude of Water Table, Surficial Aquifer, Palm Beach County, Florida, April 24-26, 1984 map.

Four (4) asphalt pavement cores were obtained from the existing pavement. Core samples were reviewed in the laboratory for pavement thickness. A summary of the core data and photos of the cores in the laboratory are attached.

One (1) sample of the near surface soils was obtained from the field and submitted to the laboratory for California Bearing Ratio (CBR) and associated standard proctor testing. The sample was taken from approximately 1½ below existing grade. **The material encountered in the CBR sample consisted of sandy silt and was collected in the field approximately 10 feet southwest of the location provided by Kimley-Horn.** The laboratory CBR result was 12. The results are included on the attached Report of Moisture Density Relationship.

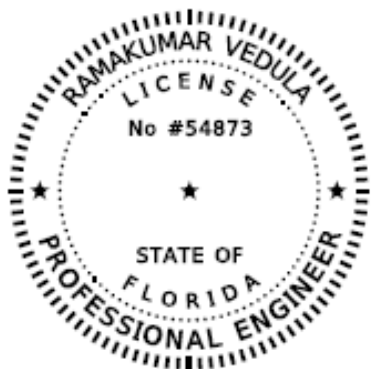
If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Very truly yours,

TIERRA SOUTH FLORIDA, INC.

Ramakumar Vedula, P.E.
Principal Engineer
FL Registration No. 54873

Sean Tromans, E.I.
Staff Engineer



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY RAMAKUMAR VEDULA ON
THE DATE ADJACENT TO THE SEAL

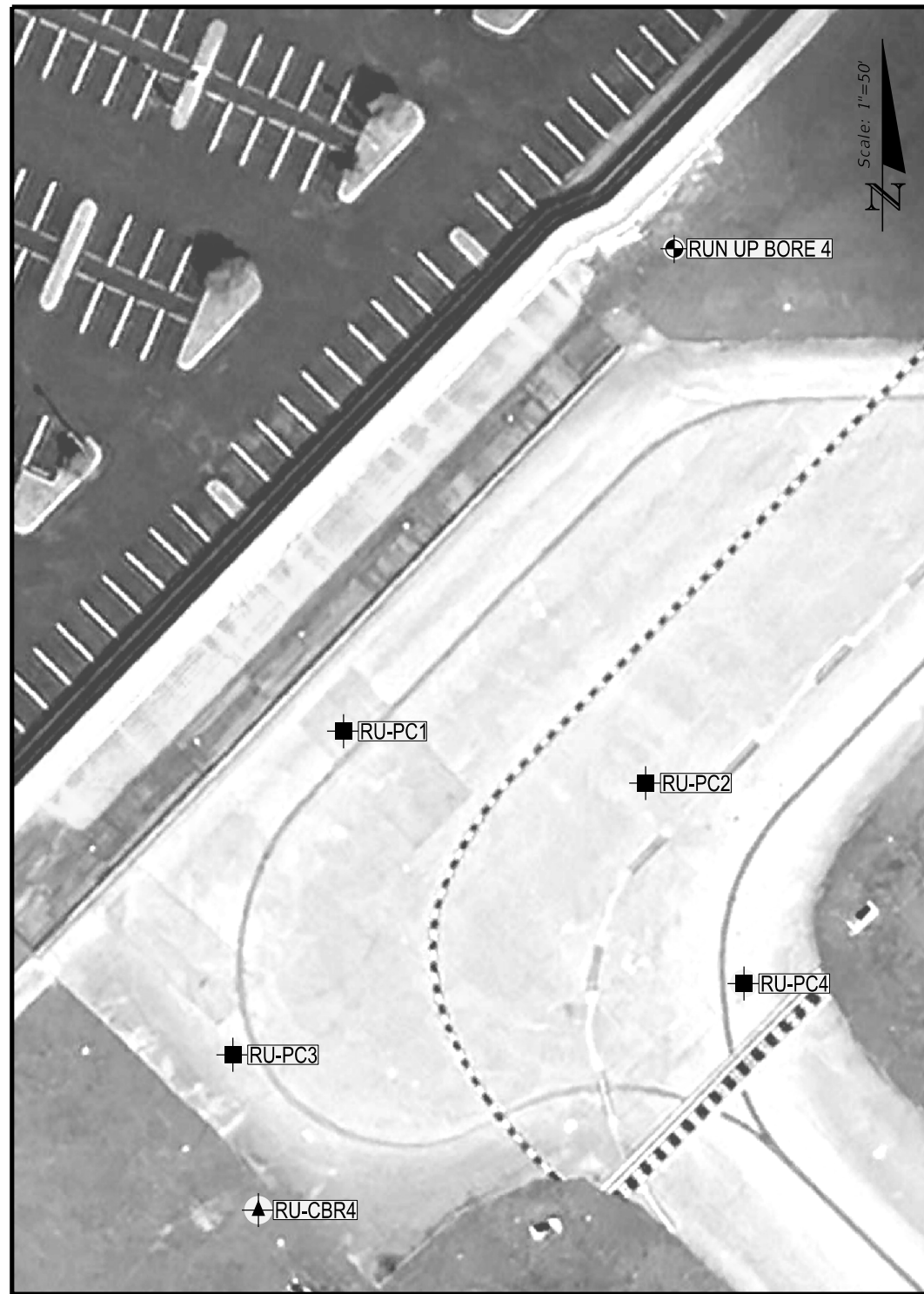
SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES

TIERRA SOUTH FLORIDA, INC
2765 VISTA PARKWAY SUITE-H10
WEST PALM BEACH, FL 33411

Attachments:

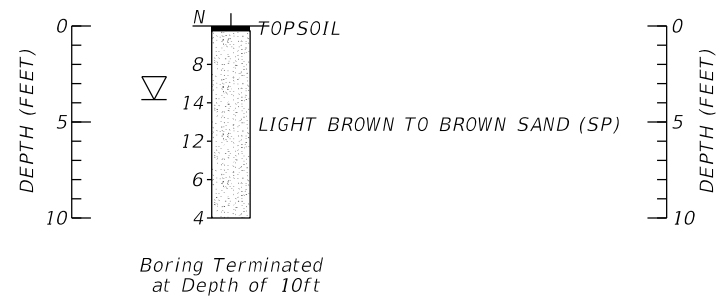
- Boring Location Plan and Soil Profiles – Sheet 1
- Summary of Laboratory Tests
- Grain Size Data Sheets
- Pavement and Base Material Data Sheets
- Core Photos
- Report of Moisture Density Relationship

11/25/2025 1:42:04 PM Joliva J:\Tierra Documents\Projects\TSF_2025\7111-25-344\BAA Runway 5 Aircraft Holding Bay Rehab Design Phase Services (KHA)\Geotechnical\7111_25_344_sPlan_sProfiles.dgn



- Approximate Location of Standard Penetration Test (SPT) Boring
- Approximate Location of Pavement Core
- ▲ Approximate Location of Limerock Bearing Ratio (LBR) Sample

Bore # Run Up Bore 4
 Date 11/12/2025
 Driller Y. PINO
 Hammer Auto
 Rig B-57
 Latitude 26.373461
 Longitude -80.114786



LEGEND

- Topsoil
- ▨ Sand
- ▽ Encountered Groundwater Table
- (SP) Unified Soil Classification System (ASTM D 2488)
- N Indicate SPT Value (12" Penetration-140 lb Hammer)

NOTES

1. STRATA BOUNDARIES ARE APPROXIMATE AND MAY VARY BETWEEN OR AWAY FROM BORING LOCATIONS.
2. BORING LOCATION WAS MARKED IN THE FIELD USING A HANDHELD GPSMap GARMIN 78s. ACTUAL LOCATION AND COORDINATES ARE APPROXIMATE.
3. DEPTH SHOWN IS IN FEET FROM EXISTING GROUND SURFACE
4. SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMERS N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSE.
5. THE SAND STRATA ENCOUNTERED IN THIS AREA IS SOMETIMES MIXED WITH CEMENTED SAND AND LIMESTONE THAT COULD OFFER HIGH RESISTANCE AND LEAD TO CAVING SOILS. SPECIAL EQUIPMENT AND/OR PROCEDURES MAY BE REQUIRED TO EXCAVATE AND STABILIZE EXCAVATIONS.

DRAWN BY: JO
 CHECKED BY: ST

APPROVED BY: RV
 DATE: 11/25/2025

ENGINEER OF RECORDS
RAMAKUMAR VEDULA, P.E.
 FLORIDA LICENSE NO.:
 54873



TIERRA SOUTH FLORIDA
 2765 VISTA PARKWAY, STE-10
 WEST PALM BEACH, FL 33411

SCALE: NTS

PROJECT NUMBER: 7111-25-344

BORING LOCATION PLAN/ SOIL PROFILES
BRAA RUNWAY 5 AIRCRAFT HOLDING BAY
REHAB DESIGN PHASE SERVICES
 BOCA RATON, FLORIDA

SHEET NO. 1

SUMMARY OF LABORATORY TESTS
Geotechnical Services
BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
Boca Raton, Florida
TSFGeo Project No. 7111-25-344

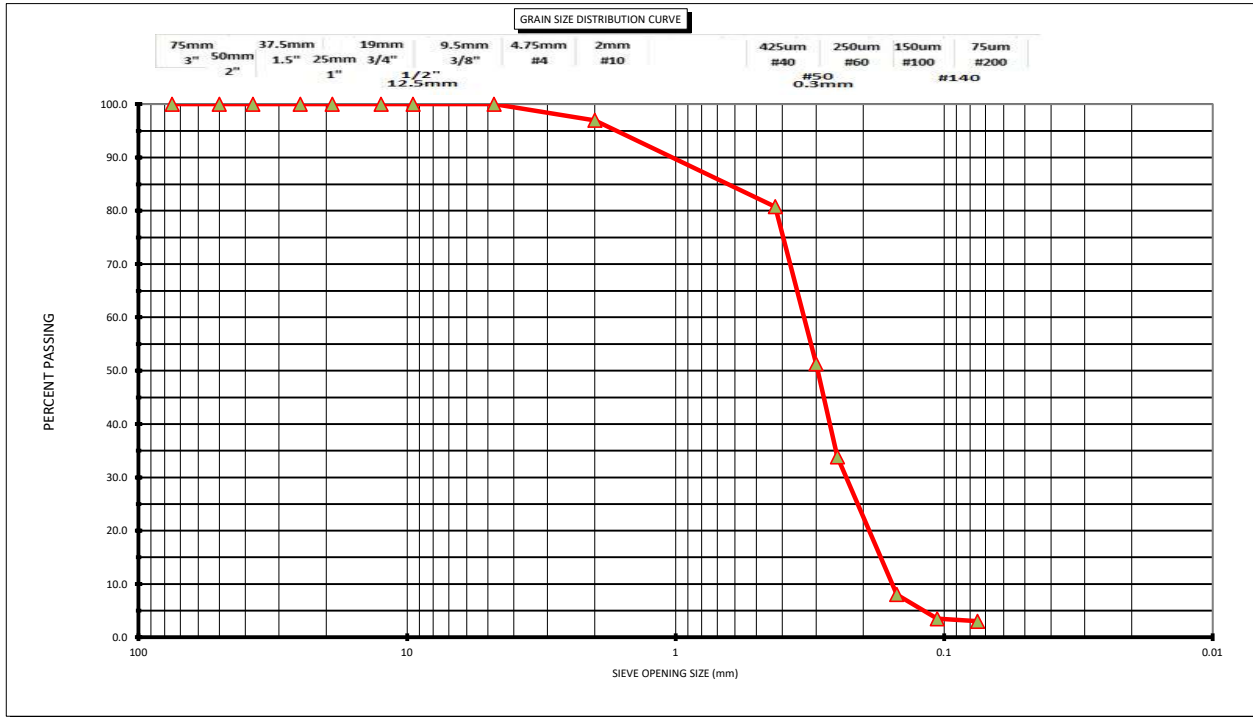
Boring Number	Sample Number	Sample Depth (ft)	Unified Symbol	Sieve Analysis, Percentage Passing											Written Description	Organic Content (%)	Natural Moisture Content (%)
				3/4"	1/2"	3/8"	#4	#10	#40	#50	#60	#100	#140	#200			
Run Up Bore 4	2	2 TO 4	SP	100	100	100	100	97	81	51	34	8	3	3	LIGHT BROWN TO BROWN SAND (SP)	0.5	17.7
Run Up Bore 4	4	6 TO 8	SP	100	100	100	100	100	83	55	37	7	2	1	LIGHT BROWN TO BROWN SAND (SP)	0.1	18.9
RU-CBR-4	1	1.5	ML	100	100	100	97	96	93	90	87	82	77	59	LIGHT BROWN SANDY SILT (ML)		9.0
RU-PROCTOR	1	1.5	SM	100	100	100	99	98	93	85	78	60	54	41	LIGHT BROWN SILTY SAND (SM)		3.6



GRAIN SIZE DATA SHEET

PROJECT INFORMATION
 Geotechnical Services
 BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
 Boca Raton, Florida
 TSFGEO Project No. 7111-25-344

DATE: 11/19/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 2.1$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 1.1$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # Run Up Bore 4 **SAMPLE #** 2 **DEPTH (ft):** 2 TO 4
STRATUM: 2

SOIL CLASSIFICATION: SP
MC% 17.7 **LIGHT BROWN TO BROWN SAND (SP)**
OC% 0.54
-200% 3

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

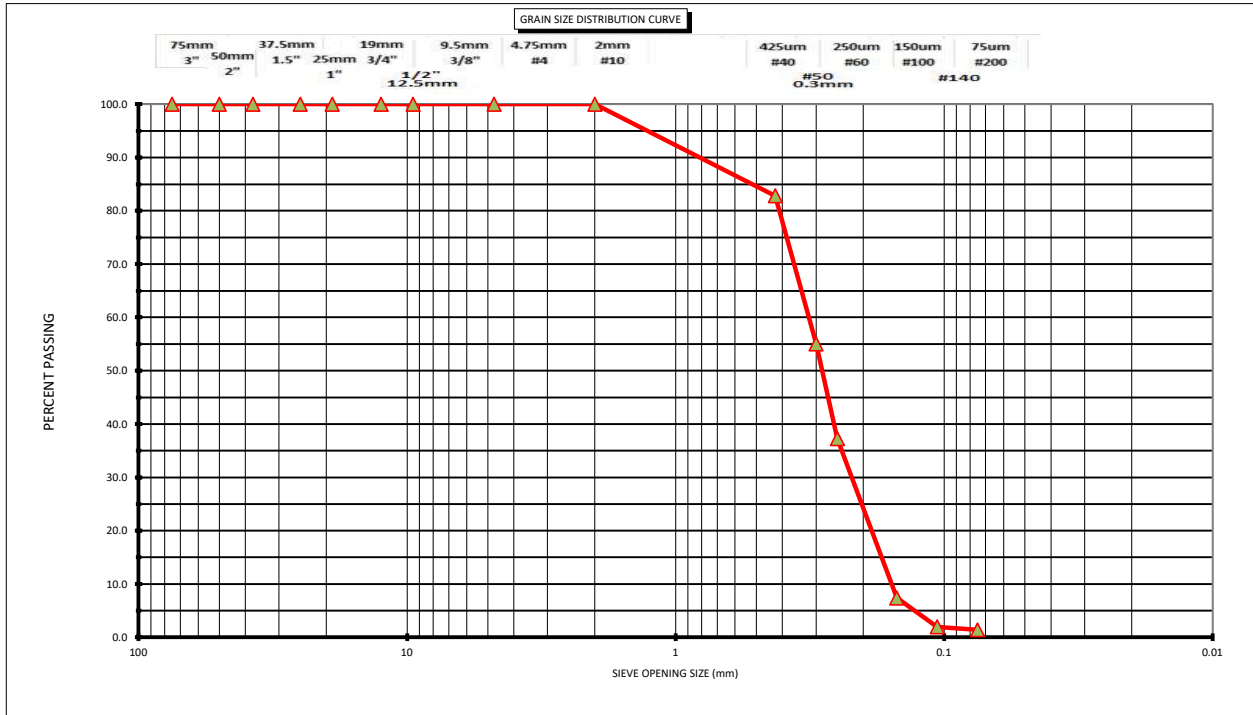


GRAIN SIZE DATA SHEET

PROJECT INFORMATION

Geotechnical Services
 BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
 Boca Raton, Florida
 TSFGEO Project No. 7111-25-344

DATE: 11/19/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	Cu = D60 / D10 = 2
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	Cc = (D30) ² / (D10 x D60) = 1
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # Run Up Bore 4 SAMPLE # 4 DEPTH (ft): 6 TO 8
 STRATUM: 2

SOIL CLASSIFICATION: SP
 MC% 18.9
 OC% 0.09
 -200% 1
LIGHT BROWN TO BROWN SAND (SP)

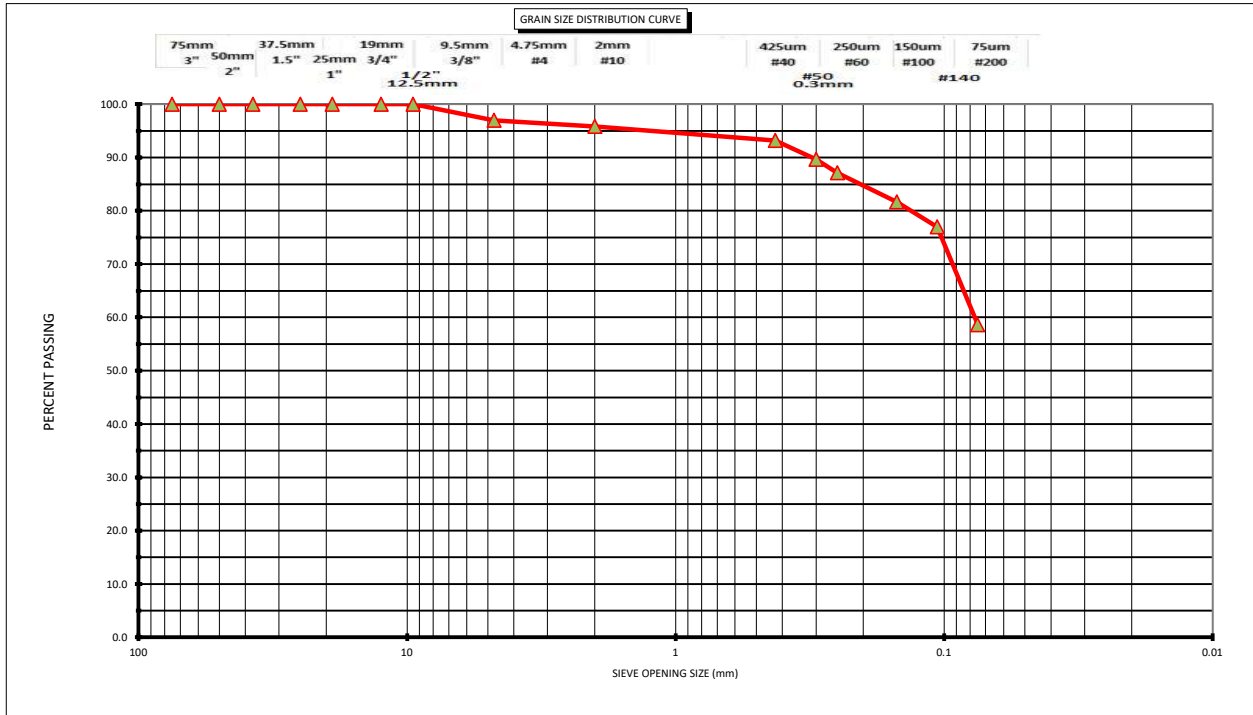
ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



GRAIN SIZE DATA SHEET

PROJECT INFORMATION
 Geotechnical Services
 BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
 Boca Raton, Florida
 TSFGEO Project No. 7111-25-344

DATE: 11/12/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 3.7$
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0.3$
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # RU-CBR-4 **SAMPLE #** 1 **DEPTH (ft):** 1.50
STRATUM: 3

SOIL CLASSIFICATION: ML
MC% 9.0 **LIGHT BROWN SANDY SILT (ML)**
OC%
-200% 59

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

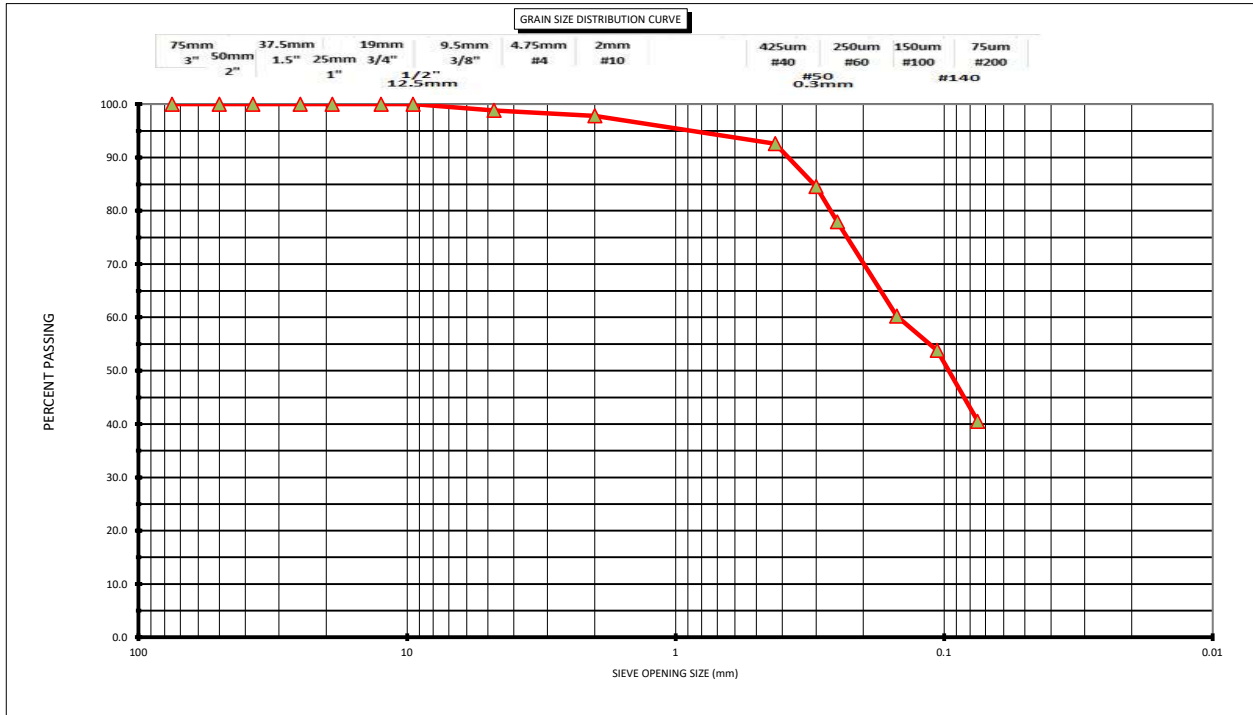


GRAIN SIZE DATA SHEET

PROJECT INFORMATION

Geotechnical Services
 BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
 Boca Raton, Florida
 TSFGEO Project No. 7111-25-344

DATE: 11/12/2025



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	Cu = D60 / D10 = 2
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	Cc = (D30) ² / (D10 x D60) = 0.5
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # RU-PROCTOR SAMPLE # 1 DEPTH (ft): 1.50
 STRATUM: 4

SOIL CLASSIFICATION: SM
 MC% 3.6 LIGHT BROWN SILTY SAND (SM)
 OC%
 -200% 41

ATTERBERG LIMIT (- #40 Material)	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

Geotechnical Services
BCT Runway 5 Aircraft Holding Bay Rehab Design Phase Services
Boca Raton, Florida
TSFGeo Project No. 7111-25-344

Pavement and Base Material Data Sheet

Latitude	Longitude	Core ID	Core Date	Number of Layers Estimated	Pavement Layers (in.)						Total Core Length (in.)	Base Material	Subgrade		Pavement Condition*	Notes
					Layer 1	Layer 2	Layer 3	Layer 4	Layer 5	Layer 6			Base Stratium 1 LR	Type Stratium		
26.373066	-80.115091	RU-PC-01	11/12/2025	1	7.5						7.5	12	N/A		FAIR	STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.
26.373021	-80.114815	RU-PC-02	11/12/2025	1	7.8						7.8	10.5	N/A		FAIR	STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.
26.3728	-80.115195	RU-PC-03	11/12/2025	1	4						4	12	BROWN SAND WITH LIMEROCK	5.0	FAIR	
26.372856	-80.114727	RU-PC-04	11/12/2025	1	7						7	12	N/A		FAIR	STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.

Note - Latitude and Longitude are approximate

ESTIMATE OF ASPHALT TYPE *
Pavement Layer Code (1) ASPHALT

Pavement Conditions:

- G = Good
- F = Fair
- P = Poor
- B = Bad

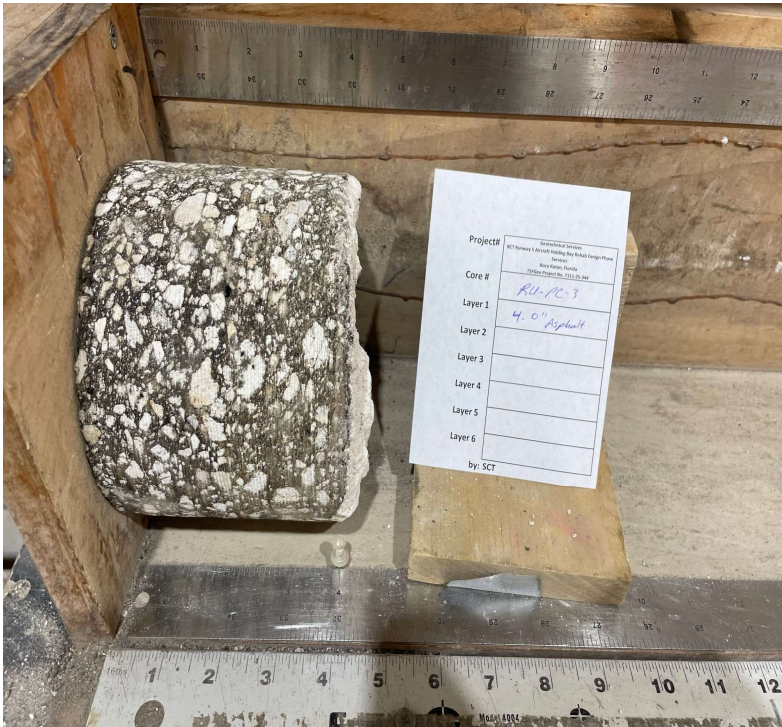
* Pavement conditions based on visual observations only.



Core ID RU-PC-01
Core Date 11/12/2025
Latitude 26.373066
Longitude -80.115091
Pavement Layer 1 7.5
Total Core Length (in.) 7.5
Base Material Thickness (in.) 1 LR 12
Stabilized Subgrade? N/A
Pavement Condition FAIR
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.



Core ID RU-PC-02
Core Date 11/12/2025
Latitude 26.373021
Longitude -80.114815
Pavement Layer 1 7.8
Total Core Length (in.) 7.8
Base Material Thickness (in.) 1 LR 10.5
Stabilized Subgrade? N/A
Pavement Condition FAIR
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.



Core ID RU-PC-03
Core Date 11/12/2025
Latitude 26.3728
Longitude -80.115195
Pavement Layer 1 4
Total Core Length (in.) 4
Base Material Thickness (in.) 1 LR 12
Stabilized Subgrade? BROWN SAND WITH LIMEROCK
Stabilized Subgrade Thickness (in.) 5
Pavement Condition FAIR



Core ID RU-PC-04
Core Date 11/12/2025
Latitude 26.372856
Longitude -80.114727
Pavement Layer 1 7
Total Core Length (in.) 7
Base Material Thickness (in.) 1 LR 12
Stabilized Subgrade? N/A
Pavement Condition FAIR
Comments STABILIZED SUBGRADE NOT APPARENT. BASE COURSE UNDERLAIN BY BROWN SAND.

REPORT OF MOISTURE DENSITY RELATIONSHIP

Tested for: Kimley-Horn & Associates
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411

Project: BCT Runup Area Rehabilitation Project
 Boca Raton, Florida
 TSFGeo Project No.: 7111-25-344

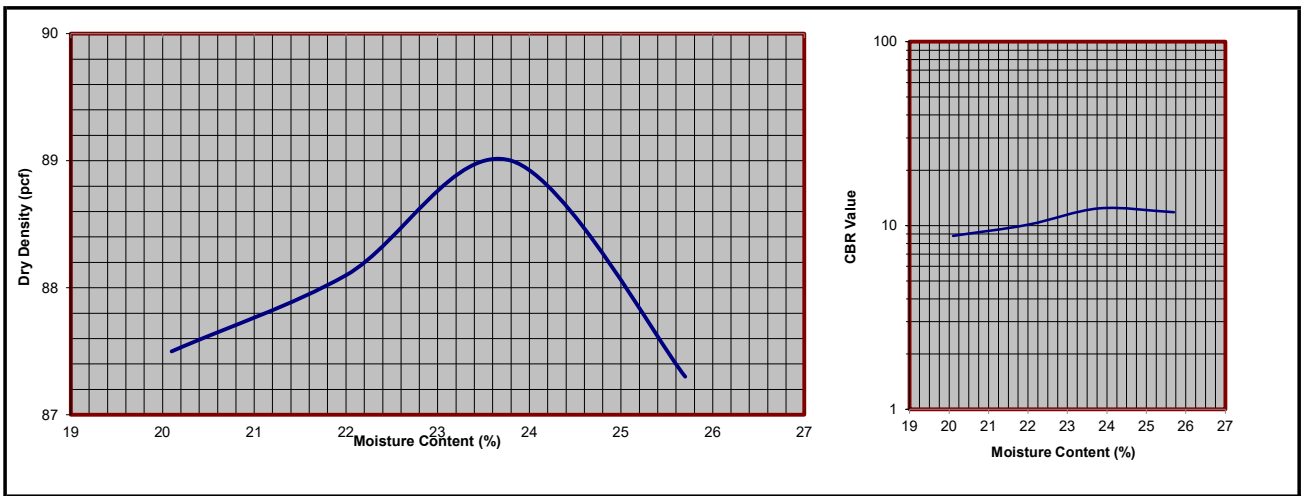
Attn: Tom O'Donnell, P.E.

Inspector: Ulices Mora

cc:

TSF Project #: 7111-25-344

Date: 03/16/21



SOIL DESCRIPTION

Visual Classification: LIGHT BROWN SANDY SILT
Sample Source: RU-CBR-4
Method of Test: ASTM D-1883 (CBR) **Surcharge =** 10 lbs
Test Results:
Maximum Dry Density = 89 pcf **Optimum Moisture =** 23.8 % **CBR Value:** 12

Note:

These test results apply only to the specific locations noted and may not represent any other location or elevations. Reports may not be reproduced, except in full, without permission by Tierra South Florida, Inc.

REPORT OF MOISTURE DENSITY RELATIONSHIP

Tested for: Kimley-Horn & Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Project: BCT Runup Area Rehabilitation Project
Boca Raton, Florida
TSFGeo Project No.: 7111-25-344

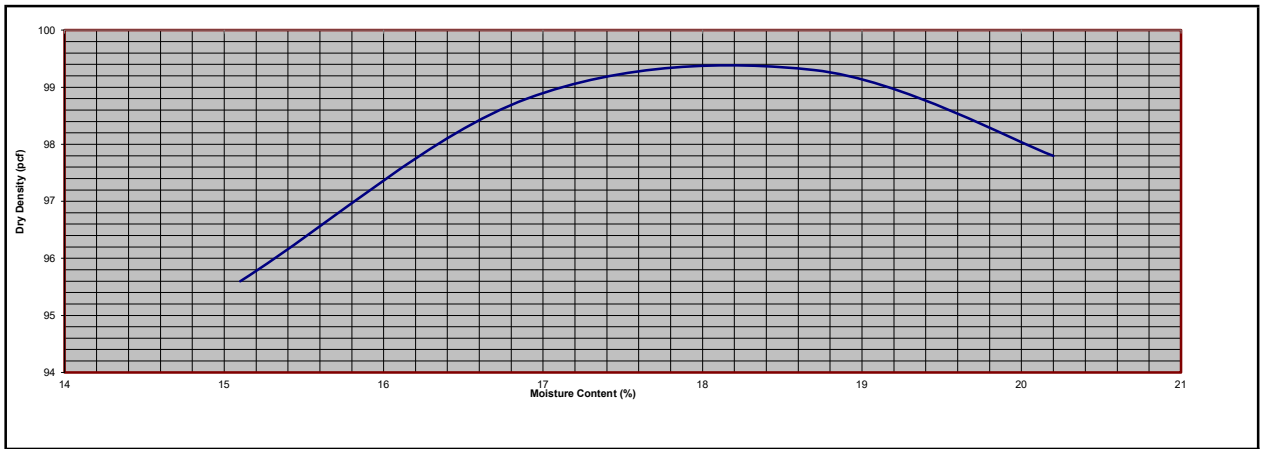
Attn: Tom O'Donnell, P.E.

Inspector: Ulices Mora

cc:

TSF Project #: 7111-25-344

Date: 11/12/25



<u>SOIL DESCRIPTION</u>		Sieve Size	% Passing
Sample No:	RU-PROCTOR	#10	98%
Visual Classification:	LIGHT BROWN SILTY SAND - (A-2-4)	#40	93%
		#60	78%
		#200	41%
Method of Test:	T-99		
Test Results:			
Maximum Dry Density =	99 pcf	Optimum Moisture =	19%



**BOCA RATON AIRPORT
BOCA RATON, FLORIDA**

**TAXIWAY GEOMETRY IMPROVEMENTS AND
RUNWAY 5 AIRCRAFT HOLDING BAY REHABILITATION**

BID NO.: 2026-BRAA-001

PRE-BID CONFERENCE NOTES

PROJECT NAME: Taxiway Geometry Improvements and Runway 5 Aircraft Holding Bay Rehabilitation

DATE: Thursday, March 19th, 2026

TIME: 11:00 AM

PLACE: Boca Raton Airport Authority
Administration Building
Conference Room
903 NW 35th St
Boca Raton, FL 33431

1. Attendee Sign-In / Introductions

- a. Attendance recorded via the attached sign-in sheet.

2. Project Overview

a. Airport Project Contacts

- **Scott Kohut** – Deputy Director
- **Travis Bryan** – Operations Director

b. Engineers of Record

- **Civil:** Tom O'Donnell, P.E. – Kimley-Horn and Associates, Inc.
- **Electrical:** Amy Champagne-Baker, P.E. – Quantum Electrical Engineering, Inc.

Project Scope and Technical Overview

Katie Hornik (Kimley-Horn), supported by Tom O'Donnell (Kimley-Horn) and James Kappes (Quantum Electrical Engineering), presented an overview of the project, including taxiway geometry improvements and the rehabilitation of the Runway 5 aircraft holding bay. The presentation covered civil and electrical scopes, technical requirements, and the rationale for project phasing and funding structure.

3. Civil Scope Details

- a. Taxiway Geometry Improvements
 - Pavement demolition at the outboards of the connectors to achieve a standard 10-foot full-depth pavement width
 - Variable-depth milling in the center section
 - New full-strength pavement section consisting of:
 - 10 inches of lime rock base
 - 4 inches of FAA P-401 asphalt
 - Trackless Tack Coat will not be accepted, see specification P-603 for tack coat requirements
 - Stabilized shoulders extending 10 feet beyond the pavement edge
 - Placement of topsoil and sod in graded areas
 - Use of compacted millings to restore an access path between taxiways P1 and P2
- b. Runway 5 Holding Bay Rehabilitation
 - 2-inch nominal milling with asphalt overlay
 - Use of compacted millings to stabilize eroded areas near the jet blast fence

4. Electrical Scope and Modifications

James (Quantum Electrical Engineering) outlined the electrical scope, which includes:

- a. Modifications to taxiway edge lights and guidance signs at three connectors
- b. Removal and reinstallation of lights and signs impacted by revised geometry
- c. Reuse of prefabricated sign bases where feasible
- d. Modifications to the airfield lighting control system
- e. Replacement of the air traffic control tower touchscreen with new ADB Safe gate equipment

5. Construction Schedule and Phasing

- a. Overall Schedule
 - 90-day mobilization period
 - Five construction phases totaling 104 calendar days
 - 60 days for substantial completion and closeout
 - Total project duration: 254 calendar days
- b. Phasing
 - Each phase addresses specific taxiway connectors and the holding bay
 - Final phase dedicated to pavement markings following asphalt curing
- c. Work Hours and Operational Constraints
 - All work to occur at night, from 10:00 PM to 7:00 AM
 - Airfield must reopen each morning
 - Work scheduled Sunday night through Friday morning to avoid peak weekend traffic
 - Air traffic control tower closes at 11:00 PM, providing a buffer for closure and reopening

- d. Contractor Site Safety Responsibilities
 - Placement of lighted runway closure markers and low-profile barricades prior to the start of every shift. Removal of lighted runway closure markers and low-profile barricades at the end of every shift
 - Maintaining a sweeper on site to remove debris prior to reopening TW B each day
 - Repairing any damage to Taxiway B or pavement markings at contractor expense
 - Ensuring no holes or depressions remain in the taxiway safety area prior to reopening
- e. Contingency and Equipment Planning
 - Contractors are strongly encouraged to have backup equipment available
 - Failure to reopen the taxiway or runway on time will result in liquidated damage.
 - Equipment breakdowns must be resolved promptly to maintain nightly operational deadlines

6. Bid Submission and Deadlines

- a. Bid Opening: April 8 at 2:00 PM (local time)
- b. Requests for Clarification Due: April 1 at 2:00 PM (local time)
- c. All questions must be submitted to Travis Bryan, who will issue responses and addenda as necessary
- d. Late bids will not be accepted

7. Award Process and Schedule

- The project will be awarded to lowest responsive bidder
- Project is expected to begin Q3/Q4 of 2026. After bids are received, documentation will be submitted to FAA/FDOT for execution of grants.

8. Airport Safety and Construction Rules

- a. Site Access and Staging
 - Gate 1, located at the southern end of the run-up area, will serve as the primary paved staging area
 - Additional equipment may be staged in grass areas outside the fence, provided the area is fully restored after construction
 - Contractor access will be controlled via padlocks
- b. Badging and Escort Requirements
 - All full-time and part-time personnel must complete the airport badging process:
 - Valid driver's license required
 - \$25 fee per Badge
 - Deliveries and non-regular personnel must be escorted by a badged individual

c. **Safety and Security Protocols**

- No access to taxiways or work areas while the airfield is open
- All equipment and materials must be removed or properly secured prior to reopening
- The airport will enforce fines for movement area access violations

9. DBE Participation Goals and Submittals

- a. No formal DBE participation goals
- b. Small business participation is encouraged
- c. Participation must be verified via certification or tax documentation
- d. All bidders must complete the bidders list, including all firms providing quotes, for USDOT reporting
- e. Prompt payment to subcontractors is required

10. Questions from Attendees

- a. Questions were addressed during the meeting and will be supplemented through Addendum No. 1, which will include:
 - Responses to questions received during the meeting
 - Revised front-end contract documents
 - Updated DBE language
 - Stormwater permit documentation
 - Geotechnical Report

Boca Raton Airport
 Boca Raton, Florida
 Taxiway Geometry Improvements and Runway 5 Aircraft Holding Bay Rehabilitation
 Pre-bid Meeting 03/19/2026 @ 11:00 AM
 SIGN IN SHEET

NAME & TITLE	INITIALS	REPRESENTING	ADDRESS	TELEPHONE	E-MAIL
1 Clara Bennett, Executive Director		Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x211	clara@bocaairport.com
2 Scott Kohut, Deputy Director		Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x212	scott@bocaairport.com
3 Travis Bryan, Operations Director	TB	Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x210	travis@bocaairport.com
4 Robert Pratt, Operations and Program Manager	RP	Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x206	rpratt@bocaairport.com
5 Hannah Naveda, Operations and Program Manager	HN	Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x207	hannah@bocaairport.com
6 Leonel Romero, Operations Coordinator	LR	Boca Raton Airport Authority	903 NW 35th St Boca Raton, FL 33431	OFFICE: (561) 391-2202 x205	leonel@bocaairport.com
7 Tom O'Donnell, PE Project Manager	Tom O'Donnell	Kimley-Horn and Associates, Inc.	8201 Peters Road, Suite 2200 Plantation FL, 33324	OFFICE: (561) 840-0825	Tom.O'Donnell@kimley-horn.com
8 Katie Hornik, PE Project Engineer	KH	Kimley-Horn and Associates, Inc.	2619 Centennial Blvd, Suite 200, Tallahassee, FL 32308	OFFICE: (850) 966-9291	Katie.Hornik@kimley-horn.com
9 Julius Claudio-Cruz, Project Engineer	JCC	Kimley-Horn and Associates, Inc.	8201 Peters Road, Suite 2200 Plantation FL, 33324	OFFICE: (954) 271-2860	Julius.Claudio@kimley-horn.com
10 Amy Champagne-Baker, PE		Quantum Electrical Engineering, Inc.	2755 Vista Parkway Suite I-12 West Palm Beach, FL 33411	OFFICE: (561) 210-9224	Amy.Champagne@quantum-ee.com
11 James Kappes, PE		Quantum Electrical Engineering, Inc.	2755 Vista Parkway Suite I-12 West Palm Beach, FL 33411	OFFICE: (561) 210-9224	James.Kappes@quantum-ee.com
12 Michael Wilson		Dulles Infrastructure		561 701 1350	mwilson@dtifl.com
13 PAUL GUMANS / ESTIMATING		FLORIDA BACKSTOP	1287 W. ATLANTIC BLVD. POMPANO BEACH, FL 33064	954-943-9700	PAUL@FLORIDABACKSTOP.COM
14 JUSTIN MORGAN		WetKley Group	20701 SHELTONS ROAD PENSACOLA FL 32512	954-680-8005	kelly@wreckleyASB.com
15					

Boca Raton Airport
Boca Raton, Florida

Taxiway Geometry Improvements and Runway 5 Aircraft Holding Bay Rehabilitation
Pre-bid Meeting 03/19/2026 @ 11:00 AM

SIGN IN SHEET

	NAME & TITLE	INITIALS	REPRESENTING	ADDRESS	TELEPHONE	E-MAIL
16	Lisa Howard	PHONE	C&S Companies	499 Col. Eileen Collins Blvd. Syracuse, NY 13212	OFFICE: (561) 210-9224	lhoward@cscos.com
17	Daniel Sanchez	PHONE	General Asphalt Co., LLC			daniel@generalasphalt.com
18	Andrew Maniotis	PHONE	Ranger Construction	1645 N. Congress Ave WPB Fl. 33409	PHONE: (561) 793-9400	andrew.maniotis@rangerconstruction.com
19	Tina Marie Pereira	PHONE	OHLA USA/Community Asphalt Corp			tina@cacorp.net
20	Edwin Rosario	PHONE	Hypower, LLC.		PHONE: (954) 558-6949	erosario@hypowerinc.com
21	Will Wade	PHONE	Hypower, LLC.			
22	John Korswold	PHONE	Dickerson Infrastructure, Inc,			
23	Oscar Villada	PHONE	Ryan Incorporated Southern			ovillada@ryanfl.com
24	Edward Dingley	PHONE	Hi-Lite Airfield Services		PHONE: (315) 583-6111 x709	edward.dingley@hi-lite.com
25	Frank Kazienko	PHONE	Multi Electric Mfg		PHONE: (773) 772-1900	frank.kazienko@multielectric.com
26						
27						
28						
29						
30						



**BOCA RATON AIRPORT
BOCA RATON, FLORIDA**

Boca Raton Airport Authority

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

Airport Executive Director

Clara Bennett

Design Team

Ricondo & Associates, Inc

Airport Counsel

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

CONTRACT BID DOCUMENTS

FOR

BOCA RATON AIRPORT

2026-BRAA-001 Taxiway Geometry Improvements and

RWY 5 Holding Bay Rehab

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. 2026 BRAA-001

PROJECT: Taxiway Geometry Improvements and RWY 5 Holding Bay Rehab

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 Director

Until the hour of **2:00 PM**, Local Time, on 4/8/2026 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: This project consists of geometry updates to Taxiways P2, P3 and P9 to align with the current FAA Advisory Circular standards, as the current configuration no longer meets those guidelines. The pavement adjacent to the modification will be milled and overlay to preserve the integrity of the existing pavement at the tie-in. The electrical infrastructure in these areas will be updated to reflect the revised geometry. The scope of work for the Runway 5 Aircraft Holding Bay Rehabilitation consists of mill and overlay of the existing pavement limits for the holding bay.

Scheduled hours for performing all work: 10:00PM to 7:00AM; Monday through Friday

The work must conform to the plans and specifications, which may be obtained digitally or examined on or after 3/8/2026 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, 3/8/2026, (2:00 PM)
Date of Pre-Bid Conference: Thursday, 3/19/2026, (2:00 PM)
Deadline for Requests for Clarification: Wednesday, 4/1/2026, (2:00 PM)
Deadline for Submission and Bid Opening: Wednesday, 4/8/2026, (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)
- [/] Bidder's Information (BID002-5)**
- [] Bid or Proposal Bond (Form BB001)
- [] Bid Guarantee – Unconditional Letter of Credit (Form BB002)
- [/] Small Business Participation Utilization Plan (SB001)**
- [/] Small Business Participation Letter of Intent Form (SB002)**
- [/] Small Business Verification Form (SB003)**
- ~~[] 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)
- [/] Anti-Human Trafficking Affidavit (BID010)**
- [] Standard Federal Requirements and Certifications (Form FED001)
- [/] Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions (Form FED002)**
- [/] Certification Regarding Lobbying (FED003)**
- [] 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*.

[] 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*.

[] Title VI

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

[] 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 **24.6** 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 (6) 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 **24.6** percent, BIDDER shall complete *BRAA Form DBE004 - Statement of Good Faith Efforts*.~~

A DBE contract goal has not been established for this contract; however, the Owner is implementing Small Business participation measures. The Owner encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership. It is the policy of the Owner to practice nondiscrimination on the basis of race, color, sex, or national origin in the award and performance of this contract.

Fostering Small Business Participation (49 CFR Part 26, §26.39).

In accordance with 49 CFR Part 26.39, the Sponsor has created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime Contractors or subcontractors.

A small business is defined as **a company and/or firm whose annual revenue does not exceed the cap on average annual gross receipts specified in §26.25(b).**

To be recognized as a small business, a firm must complete the Small Business Verification Form and submit federal tax returns for the past three years at the time of bid submission. The first page of each year's federal business tax return will be accepted in lieu of the full return, provided it includes a summary of the firm's gross receipts. All businesses that meet these criteria will be considered small businesses, regardless of race or sex.

The OWNER will presume that a business is a "small business" or "small business concern" for purposes of this Program if the business is a for-profit enterprise, considering that they are within the size standards set forth by 49 CFR 26.65(b), that is either:

- All DBE and ACDBE Certifications;
- An eligible participant of federal Small Business Administration (SBA) programs, which may include businesses certified as disadvantaged, minority-owned, women-owned, or emerging small businesses, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. The SBA maintains an online listing of eligible, participating small businesses; or
- Certified by a public agency other than those listed above and meets a size standard that is no greater than the SBA size standard, which standard must be a criterion for certification or participation in that public agency program.

Proof of such certifications will be required at time of bid in lieu of federal tax returns.

In compliance with this policy, the Sponsor's DBE Program in regard to §26.39 Fostering Small Business Participation may include, but is not limited to, the following strategies:

- In large contracts, require bidders on the prime contract to specify elements of the contract or specific subcontracts that are a size that small businesses, including DBEs, can reasonably perform;
- Arranging quantities, specifications, and delivery schedules to facilitate small business participation; and
- Dividing large contracts into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract.

In order to actively implement the Sponsor's program elements to foster small business participation and to comply with the requirement of good faith implementation of our DBE program, the Sponsor will require that the Contractor fill out and submit the **Small Business Participation Utilization Plan** form for construction work items as well as for professional services work items. The forms shall be filled out and submitted to the Sponsor prior to receiving the Notice to Proceed. **SEE THE FOSTERING SMALL BUSINESS PARTICIPATION FORMS (SB001, SB002, and SB003) IN THE PROPOSAL SECTION.**

[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: _____

DATE: _____

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled:

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

PRIME CONTRACTOR/SUBCONTRACTOR WORK DESIGNATION

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

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

Respectfully Submitted,

(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: _____

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	90 calendar days from issuance of Administrative Notice to Proceed (Material Procurement Period)	\$250 Or \$ Two hundred and fifty per day Or N/A
Airfield Re-opening ___	15 Minute	\$ \$500 per 15-minute interval Or N/A
Substantial Completion (Project Construction Period)	104 calendar days from the Project Initiation date set forth on the Construction Notice to Proceed	\$500 per day
Final Completion (Project Close-out Period)	No later than 60 calendar days from issuance of the Certificate of Substantial Completion	\$250 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.			\$
TOTAL DOLLAR VALUE OF SUBCONTRACTOR PARTICIPATION:			\$
PERCENT SUBCONTRACTOR PARTICIPATION:			%

*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, § 26.11(c) to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).

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: _____ **Bid Date:** _____

Project Name: _____

Bidders and potential subcontractors / suppliers Information:

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

If additional space is needed, copy this form and submit with your original proposal. **This form must list all firms that supplied a quote (successful or not) and submitted with the proposal.**

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: _____

SMALL BUSINESS PARTICIPATION UTILIZATION PLAN (SB001)

(Submit this form and attach one letter of intent for each small business subcontractor, supplier or manufacturer that you are committed to utilizing on this project.)

Sponsor encourage participation of all small businesses in the performance of this project.

AIRPORT NAME: _____

PROJECT NAME: _____

NAME OF BIDDERS FIRM: _____

STREET ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

PRINTED NAME OF SIGNER: _____

EMAIL ADDRESS: _____

TOTAL BID AMOUNT: _____

SMALL BUSINESS UTILIZATION SUMMARY

Small Business Firm	Scope of Work	Amount

SMALL BUSINESS PARTICIPATION: \$ _____

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the Small Business firm(s) listed on the attached Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm.

By: _____
Signature of Bidder's Representative

Title

SMALL BUSINESS PARTICIPATION LETTER OF INTENT FORM (SB002)

(Submit one letter of intent for each small business subcontractor, supplier or manufacturer)

PROJECT NAME/LOCATION: _____

NAME OF BIDDER'S FIRM: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

NAME OF SMALL BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PROOF ATTACHED OF SMALL BUSINESS ELIGIBILITY (CHECK ONE AND ATTACH TO THE LOI)

____ Certification Included: _____

Or

____ Verification of Gross Revenue form

CLASSIFICATION (Check one):

- ____ PRIME CONSULTANT ____ SUBCONSULTANT ____ JOINT VENTURE
- ____ PRIME CONTRACTOR ____ SUBCONTRACTOR ____ MANUFACTURER
- ____ BROKER ____ SUPPLIER/DEALER ____ SUPPLIER/DISTRIBUTOR

DESCRIPTION OF WORK ITEMS TO BE PERFORMED:

NAICS	Scope of Work to be performed	Dollar Value

The undersigned small business firm affirms that it is ready, willing and able to perform the amount and type of work as described above and has provided proof they meet the requirements of a small business as outlined in the sponsors DBE program.

NAME: _____ DATE: _____

Signature of Small Business's Authorized Representative

SMALL BUSINESS VERIFICATION FORM (SB003)

The SPONSOR will presume that a business is a “small business” or “small business concern” for purposes of this Program if the business is a for-profit enterprise, considering that they are within the size standards set forth by 49 CFR 26.65(b) <https://www.transportation.gov/DBEsizestandards>, that is either:

- DBE or ACDBE Certifications;
- An eligible participant of federal Small Business Administration (SBA) programs, which may include businesses certified as disadvantaged, minority-owned, women-owned, or emerging small businesses, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. The SBA maintains an online listing of eligible, participating small businesses; or
- Certified by a public agency other than those listed above and meets a size standard that is no greater than the SBA size standard, which standard must be a criterion for certification or participation in that public agency program.

If you cannot provide documentation verifying your certification as a Small Business, please complete the following section.

Name Of Small Business: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name Of Preparer: _____ Title: _____

Email Address: _____

Anticipated Contract Value: \$ _____ NAICS Codes _____

Scope of Work: _____

List the firm’s total gross receipts for the past five years.

YEAR	TOTAL RECEIPTS
	\$
	\$
	\$
	\$
	\$

If a small business is awarded a contract, the firm must provide proof of its small business status. If no certification is available, the small business must provide verifiable gross receipts in order to be counted toward participation. In lieu of full tax returns, the first page of each year’s federal business tax return will be accepted, provided it includes a complete summary of the firm’s gross receipts.

By signing this form, the preparer affirms that the information provided is accurate, complete, and reflects the current status of the firm.

Signature of Small Business: _____
Owner or Authorized Representative

Printed Name: _____ Date: _____

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 [] 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'S QUOTE: \$ _____

TYPE OF WORK: _____

BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS (Form BID006A)

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:

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

BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont. (BID006A)

- The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252S).
-
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- Executive Order 12898 - Environmental Justice
- 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].
- 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- 14 CFR Part 150 - Airport noise compatibility planning.
- 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- 29 CFR Part 1 - Procedures for predetermination of wage rates.
- 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- 49 CFR Part 20 - New restrictions on lobbying.
- 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
- 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

BIDDER COMPLIANCE CERTIFICATION – FAA GRANTS Cont. (BID006A)

- 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- 49 CFR Part 32 – Government wide Requirements for Drug-Free Workplace (Financial Assistance)
- 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Certified and attested on behalf of BIDDER by: _____
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 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 STATUES
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:

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

SURETY:

IN THE PRESENCE OF:

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

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)

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

Keyword Description: _____

Date Quotation Required: _____

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: _____

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.: [Click here to enter text.](#)

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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)

- 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 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:

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

[If not incorporated sign below.]

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

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 _____ No. _____.
- B. Clauses, terms, or conditions required by FDOT (Form FDOT001) are hereby attached and made a part of the Contract Documents, and CONTRACTOR is responsible for familiarizing itself with these clauses, terms and conditions.
- C. All design plans and specifications must comply with applicable federal, state, local, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- D. CONTRACTOR shall perform all Work in accordance with the following standards, as applicable:
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.

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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 [Click here to enter text](#) 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 FEDERAL REQUIREMENTS

These Standard Federal 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 Federal Requirements and Certifications with its bid submittal in response to Invitation to **Bid No.** [Click here to enter text.](#), 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.



APPLICABLE PROVISIONS

= Any Contract, if awarded, will be subject to the following federal provisions as selected below:

1. ACCESS TO RECORDS AND REPORTS
2. BREACH OF CONTRACT TERMS
3. BUY AMERICAN PREFERENCE
4. CIVIL RIGHTS – GENERAL
5. CIVIL RIGHTS – TITLE VI ASSURANCE
6. CLEAN AIR AND WATER POLLUTION CONTROL
7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
8. COPELAND “ANTI -KICKBACK” ACT
9. DAVIS -BACON REQUIREMENTS
10. DEBARMENT AND SUSPENSION
11. DISADVANTAGED BUSINESS ENTERPRISE
12. DISTRACTED DRIVING
13. DOMESTIC PREFERENCES FOR PROCUREMENTS
14. DRUG FREE WORKPLACE REQUIREMENTS
15. EQUAL EMPLOYMENT OPPORTUNITY (EEO)
16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
19. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
20. PROCUREMENT OF RECOVERED MATERIALS
21. RIGHT TO INVENTIONS
22. SEISMIC SAFETY
23. TAX DELINQUENCY AND FELONY CONVICTIONS
24. TERMINATION OF CONTRACT
25. TRADE RESTRICTION CERTIFICATION
26. VETERAN’ S PREFERENCE



ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.



product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean 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 used in the project are manufactured in the U.S.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI SOLICITATION NOTICE

The **Boca Raton Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that

it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they



may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant



thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

N/A

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

N/A

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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



- recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.



3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made



or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.



(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics



affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,



fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.



A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.



3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Boca Raton Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) – The Contractor 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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from Boca Raton Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar 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 Boca Raton Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety

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policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 1) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or



- c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

N/A

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;



2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action.



The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written



notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relate.



REQUIRED FEDERAL CERTIFICATIONS

CERTIFICATION OF FEDERAL REQUIREMENTS (Form FED001)

The foregoing Standard Federal 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



CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (FED002)

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Boca Raton Airport Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The foregoing 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



CERTIFICATION REGARDING LOBBYING (FED003)

The Bidder or Offeror 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, 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.

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The foregoing 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



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.** [Click here to enter text.](#), 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 _____)

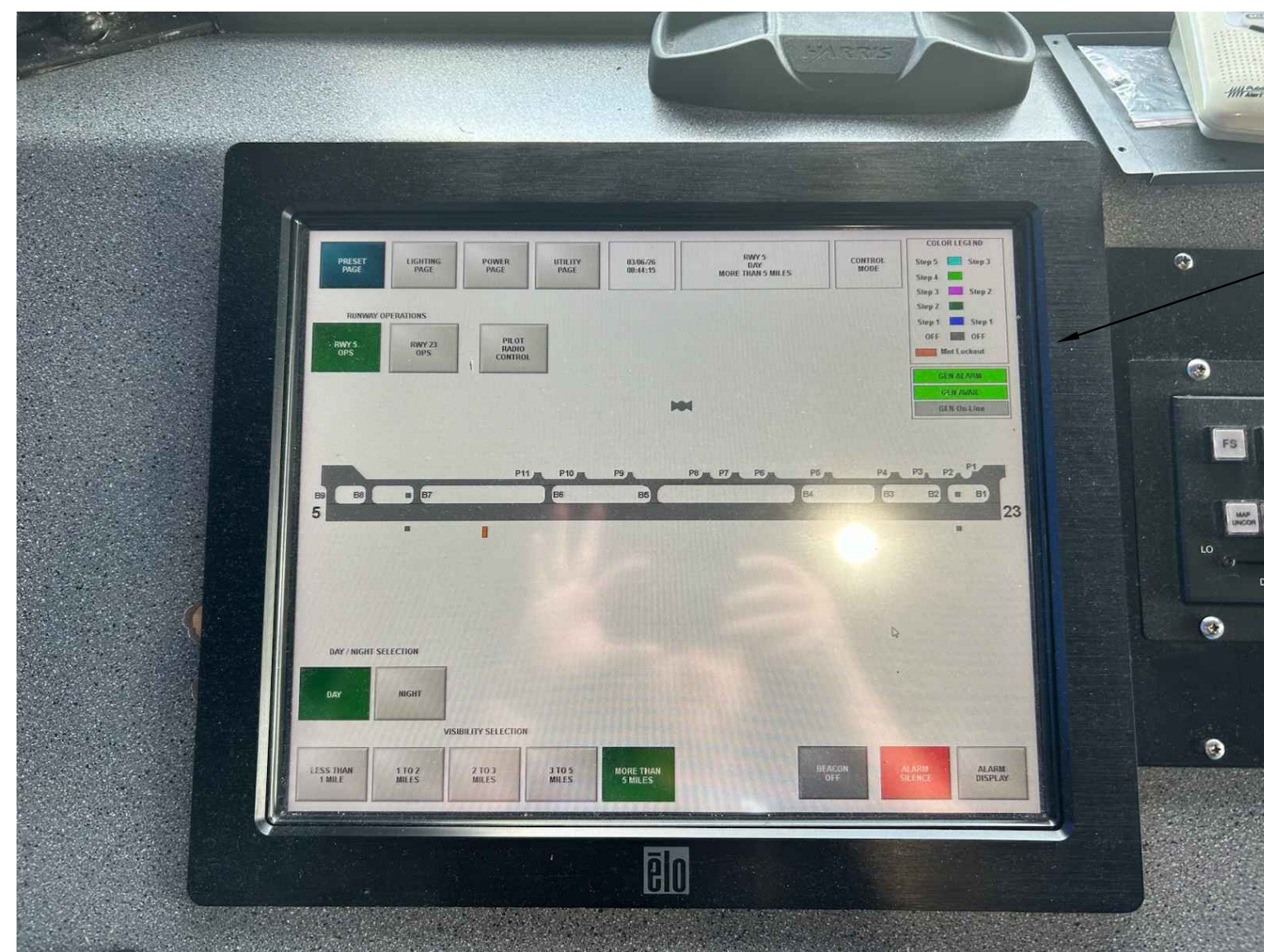
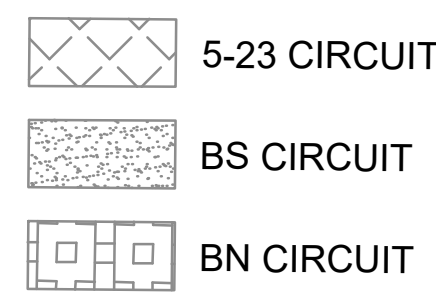
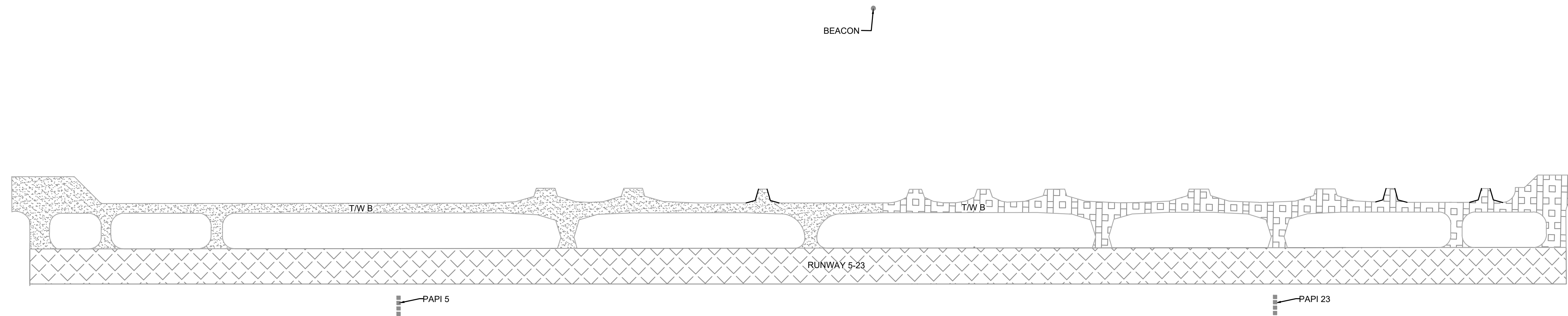
COUNTY OF _____)

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

C:\USERS\JKAPP\DEE DROPBOX\QUANTUM PROJECTS\KHA KIMLEY HORN\KHA2504 BCT TAXIWAY CONNECTORS\DWG\ADDENDUM\18055-E15-ALCMS.DWG



EXISTING ALCMS IN ATCT TO BE MODIFIED
NOT TO SCALE

EXISTING 17" ALL IN ONE TOUCH SCREEN TO BE REPLACED IN KIND. MODIFY EXISTING CABINETY TO ACCOMMODATE NEW TOUCH SCREEN.



EXISTING ALCMS IN AIRFIELD VAULT TO BE MODIFIED
NOT TO SCALE

EXISTING 17" ALL IN ONE TOUCH SCREEN TO BE REPLACED IN KIND. MODIFY EXISTING CABINET DOOR TO ACCOMMODATE NEW TOUCH SCREEN.

ALCMS MODIFICATION NOTES:

1. THE EXISTING COMPUTERIZED AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS) WAS MANUFACTURED BY ADB SAFEGATE. THE CONTRACTOR SHALL CONTRACT THE MANUFACTURER TO MAKE ALL MODIFICATIONS TO THE HARDWARE, SOFTWARE AND TOUCH SCREEN GRAPHICS FOR THE EXISTING AIRFIELD LIGHTING CONTROL SYSTEM IN THE AIRFIELD VAULT AND TOWER. ADDITIONS AND CHANGES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING.
 - 1.1. REPLACEMENT OF EXISTING 17" ALL IN ONE TOUCH SCREEN AND CPU IN AIRFIELD VAULT TO INCLUDE MODIFICATION TO CABINET DOOR TO ACCOMMODATED NEW TOUCH SCREEN.
 - 1.2. REPLACEMENT OF EXISTING 17" ALL IN ONE TOUCH SCREEN AND CPU IN ATCT TO INCLUDE MODIFICATION TO CABINETY TO ACCOMMODATED NEW TOUCH SCREEN.
 - 1.3. GRAPHIC UPDATE
 - 1.4. PROGRAMMING
2. EQUIPMENT, SOFTWARE, SHIPPING AND TAXES SHALL BE INCLUSIVE TO THE ALLOWANCE ACCOUNT. THE EXISTING ALCMS SHALL REMAIN IN OPERATION AT ALL TIMES DURING MODIFICATIONS.

ENGINEER:
AMY CHAMPAGNE-BAKER
PROJ. NO. 73725
DATE:

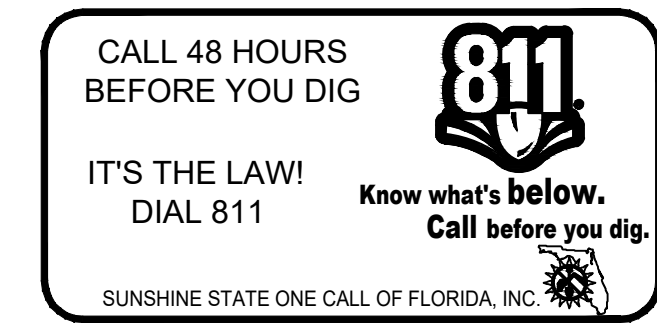
DRAWN BY: MRB
DATE: 02/25/2026
DESIGNED BY: ALC
SCALE: AS NOTED
CHECKED BY: JWK
FIELD BOOK:

BOCA RATON AIRPORT
BOCA RATON AIRPORT AUTHORITY
903 NW 35th Street, Boca Raton, FL 33431
TEL: 561-840-0825
FAX:

NO.	REVISIONS		DATE	DESCRIPTION
	BY	CHK'D		
1	JWK	JWK	03/06/26	ADDENDUM NO.1

PROJECT # 2026-BRAA-01
TAXIWAY GEOMETRY IMPROVEMENTS
AND RUNWAY 5 AIRCRAFT HOLDING
BAY REHABILITATION
ALCMS MODIFICATIONS

SHEET NO. **E15** OF XX
TOTAL: XX
CAD FILE: 18055-E15-ALCMS
DRAWING FILE NO.



100% DESIGN SUBMITTAL

BOCA RATON AIRPORT AUTHORITY
 2026-BRAA-001 - TAXIWAY GEOMETRY IMPROVEMENTS AND RUNWAY 5 AIRCRAFT HOLDING BAY REHABILITATION
 BID FORM
 BASE BID 1

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
1	C-105-6.1	MOBILIZATION, BASE BID 1	LS	1		
2	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP), BASE BID 1	LS	1		
3	C-102-5.1	TEMPORARY POLLUTION, SOIL EROSION, AND SILTATION CONTROL, BASE BID 1	LS	1		
4	S-102-5.1	AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC, BASE BID 1	LS	1		
5	S-103-5.1	PROJECT SURVEY AND STAKEOUT, BASE BID 1	LS	1		
6	P-101-5.1	FULL DEPTH PAVEMENT REMOVAL	SY	390		
7	P-101-5.3	BITUMINOUS PAVEMENT MILLING VARIABLE DEPTH	SY	990		
8	P-101-5.4	4" DEPTH ASPHALT MILLINGS FOR ACCESS PATH	SY	125		
9	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	550		
10	P-152-4.2	EMBANKMENT	CY	50		
11	P-211-5.1	LIME ROCK BASE COURSE, 10" THICK	SY	765		
12	P-211-5.2	LIME ROCK STABILIZED SHOULDERS, 6" THICK	SY	800		
13	P-211-5.3	LIMEROCK TRANSITION WEDGE	LF	900		
14	P-401-8.1	HOT MIXED ASPHALT PAVEMENT (SURFACE)	TON	260		
15	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	GAL	230		
16	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	175		
17	P-620-5.1	PERMANENT AIRFIELD PAINTING WITH TYPE I GLASS BEADS (YELLOW)	SF	570		
18	P-620-5.2	PERMANENT AIRFIELD PAINTING WITH NO GLASS BEADS (BLACK, GREEN)	SF	800		
19	P-620-5.3	TEMPORARY AIRFIELD PAINTING WITH NO GLASS BEADS (YELLOW)	SF	570		
20	P-620-5.4	AIRFIELD PAINT REMOVAL	SF	500		
21	T-904-5.1	SODDING	SY	4200		
22	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH	LF	25		
23	L-108-5.2	3/4" X 20' GROUND RODS CONNECTED TO COUNTERPOISE.	EA	7		
24	L-108-5.3	10' ADDITIONAL GROUND ROD SECTIONS.	EA	6		
25	L-108-5.4	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM.	LF	710		
26	L-108-5.5	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM.	LF	1700		
27	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH, 24-INCH MINIMUM COVER, COMPLETE IN PLACE.	LF	710		
28	L-110-5.2	ONE 2" SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED AND INSTALLED IN NEW FULL-STRENGTH PAVEMENT, 24-INCH MINIMUM COVER, COMPLETE IN PLACE.	LF	25		
29	L-110-5.3	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM.	EA	18		
30	L-110-5.4	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2" CONDUIT, COMPLETE	LF	145		
31	L-115-5.1	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH.	EA	2		
32	L-115-5.2	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT AND CONNECT TO CONDUIT SYSTEM.	EA	1		
33	L-115-5.3	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE IN EARTH/EXISTING PAVEMENT, COMPLETE	EA	22		
34	L-125-5.1	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND NEW BASE CAN INSTALLED IN EARTH.	EA	16		
35	L-125-5.2	RELOCATE EXISTING L-858(L), SIZE 1, 3 MODULE GUIDANCE SIGN AND PRECAST CONCRETE BASE INSTALLED IN EARTH	EA	4		
36	L-125-5.3	REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT, COMPLETE	EA	4		
37	L-125-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE/JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY	EA	8		
38	L-125-5.5	INSTALLATION OF ALLOWANCE ACCOUNT ALCMS GRAPHIC UPDATES, COMPLETE	LS	1		
39	L-125-5.6	ALLOWANCE ACCOUNT: MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE	ALL	1	\$ 40,000.00	\$ 40,000.00

BASE BID 2						
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
40	C-105-6.2	MOBILIZATION, BASE BID 2	LS	1		
41	C-100-14.2	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP), BASE BID 2	LS	1		
42	C-102-5.2	TEMPORARY POLLUTION, SOIL EROSION, AND SILTATION CONTROL, BASE BID 2	LS	1		
43	S-102-5.2	AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC, BASE BID 2	LS	1		
44	S-103-5.2	PROJECT SURVEY AND STAKEOUT, BASE BID 2	LS	1		
45	P-101-5.2	BITUMINOUS PAVEMENT MILLING, 2 INCH DEPTH	SY	5700		
46	P-101-5.5	2" DEPTH ASPHALT MILLINGS FOR EROSION CONTROL	SY	90		
47	P-401-8.1	HOT MIXED ASPHALT PAVEMENT (SURFACE)	TON	660		
48	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	550		
49	P-620-5.1	PERMANENT AIRFIELD PAINTING WITH TYPE I GLASS BEADS (YELLOW)	SF	655		
50	P-620-5.2	PERMANENT AIRFIELD PAINTING WITH NO GLASS BEADS (BLACK, GREEN)	SF	10030		
51	P-620-5.3	TEMPORARY AIRFIELD PAINTING WITH NO GLASS BEADS (YELLOW)	SF	655		
52	P-620-5.4	AIRFIELD PAINT REMOVAL	SF	1140		
					TOTAL BID - BASE BID 1	
					TOTAL BID - BASE BID 2	
					TOTAL BID	
					OWNER'S ALLOWANCE	\$50,000.00
					TOTAL BID (INCLUDING OWNER'S ALLOWANCE)	



**South Florida Water Management District
Environmental Resource General Permit No. 50-116128-P
Date Issued: March 17, 2026**

Permittee: Boca Raton Airport Authority
903 NW 35th St
Boca Raton, FL 33431

Project: BCT TW Geometry Improvements

Location: Palm Beach County, See Exhibit 1

Application No. 260216-61649

Description: The proposed work consists of pavement milling and removal, earthwork, installation of new full-depth pavement, asphalt overlay, electrical installation, and sodding. The proposed improvements will result in an addition of 0.075 acres (3267 sq ft.) of impervious surface. The improvement is an update to reflect the latest FAA Advisory Circular (AC) 150/5300-13B requirement.

Rule: **62-330.449, F.A.C.:** General Permit for Construction, Operation, Maintenance, Alteration, Abandonment, or Removal of Airport Airside Stormwater Management Systems

Expiration: March 17, 2031

Your application to use a General Environmental Resource Permit has been approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource General Permits.
- The attached Specific Conditions.
- All referenced Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

Certificate of Service

I hereby certify that this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the distribution list) on March 17, 2026, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (www.sfwmd.gov/regpermitting).

A handwritten signature in blue ink, appearing to read "Gary R. Priest".

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

General Conditions for All General Permits, 62-330.405, F.A.C.

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of

state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
 - (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.
17. The activity must be capable, based on generally accepted engineering and scientific

principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Specific Conditions for General Permits, 62-330.449, F.A.C.

1. The projects in subsection 62-330.449(2) must also be constructed, operated, and maintained to comply with the following design criteria and performance standards:
 - (a) There shall be no dredging or filling in wetlands or other surface waters other than those within existing stormwater management systems.
 - (b) Discharges cannot adversely affect the conveyance capacity of receiving waters, and cannot increase flooding of off-site property or to property not owned by the permittee, based on the design storm specified for the site locale.

Distribution List

Julius Claudio Cruz, Kimley-Horn and Associates, Inc

Tom O'Donnell, Kimley-Horn and Associates, Inc.

Julius Claudio Cruz, Kimley-Horn and Associates, Inc

City Of Greenacres

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Lake Worth Drainage District

Palm Beach County - Environmental Resource Management

Palm Beach County Engineer

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's RegPermitting website (www.sfwmd.gov/regpermitting) and searching under this application number 260216-61649 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

[Exhibit No. 2.1 Calculations](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.