

## AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
  - a. July 18, 2024, Regular Meeting Minutes
- F. Action Items
  - a. Approval: Authority to Execute FAA Grant Agreement No. 3-12-0080-038-2024 and Associated Resolution in the Amount of \$2,000,000.00 for Construction of Replacement Air Traffic Control Tower at Space Coast Regional Airport
  - b. Approval: Amendment No. 1 to FDOT Public Transportation Grant Agreement No. 453054-1-94-01 and Associated Resolution for the Rehabilitation of Runway 18-36 at Space Coast Regional Airport
  - c. Approval: Amendment No. 3 to FDOT Public Transportation Grant Agreement No. 450522-1-94-01 and Associated Resolution for the Replacement of the Automated Weather Observation System (AWOS) at Merritt Island Airport
  - d. Approval: Recommendation to Award the Construction Contract for the Replacement Air Traffic Control Tower at Space Coast Regional Airport to W + J Construction in the Amount of \$7,987,334.00
  - e. Director of Airports Annual Performance Review
- G. Report: Deputy Director of Operations and Maintenance
  - a. Capital Improvement Projects Update
- H. Report: Deputy Director of Finance & Administration
  - a. July 2024 Check Register
  - b. July 2024 Financial Statements
- I. Report: Authority Attorney
- J. Reports: Authority Members
- K. Public Comments
- L. Adjourn



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**CALL TO ORDER**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **PLEDGE OF ALLEGIANCE**

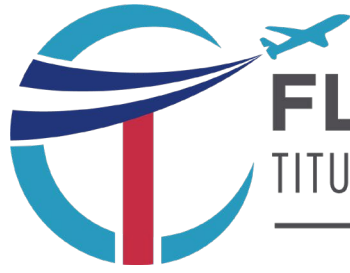


**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**ROLL CALL**

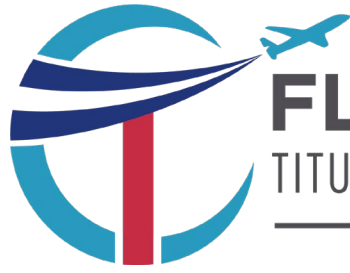


**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **APPROVAL OF AGENDA**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **APPROVAL OF MINUTES**

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on July 18, 2024, 5 p.m., at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida, and via video conference. The following members were present: Mr. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Ms. Jessica Curry, Secretary; Mr. Roger Molitor; Mr. Brad Whitmore; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. John Craig, Chairman, attended via video conference.

**Call to Order**

Mr. Mount called the meeting to order and determined a quorum was present.

**Pledge of Allegiance**

Members and attendees recited the Pledge of Allegiance.

**Approval of the Agenda**

Mr. Mount called for any changes or corrections to the agenda. Mr. Daugherty stated there were none. Mr. Mount called for a motion to approve the agenda as presented. Mr. Molitor made a motion to approve the agenda as presented. Mr. Voss seconded the motion. All voted aye. Motion passed.

**Approval of Meeting Minutes:****1. June 20, 2024 – Regular Meeting**

Mr. Mount called for a motion to approve the June 20, 2024; meeting minutes as presented. Mr. Molitor made the motion. Mr. Whitmore seconded the motion. All voted aye. Motion passed.

**Correspondence of Note**

Mr. Daugherty described the notes of gratitude received by an Arthur Dunn Airpark tenant and a Space Coast Regional Airport tenant, thanking the Titusville-Cocoa Airport Authority Staff for their help and assistance when needed.

**Action Items****1. Approval of FDOT Public Transportation Grant Agreement No. 438494-2-94-01, Amendment No. 1, and Associated Resolution in the Amount of \$1,500,000.00 for Construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport**

Mr. Daugherty discussed the details regarding the FDOT Public Transportation Grant Agreement, Amendment No. 1, and Associated Resolution for construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport and recommended approval.

Mr. Mount called for a motion to approve as presented by Mr. Daugherty. Mr. Molitor made a motion to approve the resolution as presented. Ms. Curry seconded the motion. All voted aye. Motion passed.

**2. Approval of FDOT Public Transportation Grant Agreement No. 438494-3-94-01 and Associated Resolution in the amount of \$177,777.00 for Construction of the Air Traffic Control Tower at Space Coast Regional Airport**

Mr. Daugherty discussed the details regarding the FDOT Public Transportation Grant Agreement and Associated Resolution for construction of the Air Traffic Control Tower at Space Coast Regional Airport and recommended approval.

Mr. Mount called for a motion to approve as presented by Mr. Daugherty. Mr. Molitor made a motion to approve the resolution as presented. Mr. Voss seconded the motion. All voted aye. Motion passed.

**3. Approval of Selection Committee Rankings for Request for Qualifications (RFQ) 2024-001 (Insurance Brokerage Services); Authorize Staff to Enter into Contract Negotiations with Top-Ranked Firm**

Mr. Daugherty introduced Dr. Dave Byers from Quadrex Aviation. Dr. Byers was assigned to assemble & distribute the RFQ and act as the Selection Committee Facilitator. Dr. Byers provided an over of the document and Selection Committee results with the Board members and requested approval to enter into contract negotiations with the top-ranked firm, Gallagher. Mr. Molitor made a motion to approve as presented. Mr. Whitmore seconded the motion. All voted aye. Motion passed.



#### **4. Annual Performance Review – Director of Airports**

Mr. Craig suggested each Board Member give a short summary of Mr. Daugherty's past performance as Director of Airports and any recommendations for enhancement going forward.

Mr. Voss stated Mr. Daugherty is doing a great job at present but would like to see more quantitative measures in place.

Ms. Curry complimented Mr. Daugherty on an amazing job with the progress that has been made.

Mr. Molitor stated that Mr. Daugherty has done a really nice job at cleaning up past issues. Going forward, Mr. Molitor would like to see more allocation of the airport's limited cash funds go towards improvements to tenant hangars.

Mr. Whitmore also stated that Mr. Daugherty has done a good job with the turnaround of past issues.

Mr. Grainger stated that Mr. Daugherty has done well in cleaning up issues before him and is excited to see what new endeavors Mr. Daugherty has for the future.

Mr. Craig would like to see the next level of goals from Mr. Daugherty for the progress of the Airport to exceed even further.

### **Deputy Director of Operations and Maintenance Report**

#### **1. Capital Improvement Projects Update**

Mr. Hopman stated the Challenger Avenue Extension Design plan is in a pause phase regarding future funding.

Mr. Hopman stated the Runway 18/36 Rehab project at the Space Coast Regional Airport is currently waiting construction funding from the FAA and FDOT.

Mr. Hopman stated the construction of the new Airport Traffic Control Tower at the Space Coast Regional Airport is currently waiting construction funding from the FAA and FDOT.

Mr. Hopman stated the Corporate Hangar at Merritt Island Airport is currently under review by the Brevard County Site Plan Review Committee.

Mr. Hopman stated that noise complaints for the month of June have been very few with the same people calling.

Mr. Hopman reviewed the daily operations at each airport. Arthur Dunn Airpark operations were less than typical in the month of June.

### **Deputy Director of Finance and Administration Report**

#### **1. Check Register**

##### **a. June 2024**

Ms. Kinard presented the check register for June 2024 and called for any questions. There were none.

#### **2. June Financial Statements**

Ms. Kinard gave an overview of the financial statements for the month of June 2024 and called for any questions. Ms. Kinard stated that the June financials should probably be stated as preliminary June financial statements due to the unresolved correction to the lease valuations and documentation as stated in the auditor's corrective action plan.

Mr. Mount questioned the Airport Authority's Truist line of credit. Ms. Kinard stated the Truist line of credit has been paid in full.

Mr. Grainger questioned the reason for an excess number of Airport Storage Units vacancies. Ms. Kinard stated most vacancies were due to those having no air conditioning and being in a hard to access location.

### **Authority Attorney Report**

Mr. Bird stated there were no updates.

### **Authority Member's Report**

Mr. Mount called for any comments or questions from the Board. There were none.

### **Public Comments**

Mr. Mount called for public comments.

Mr. Bill Weiler, from the Civil Air Patrol, spoke about the attention given to Merritt Island Airport by the EOC (Emergency Operations Center) and the Secretary of Agriculture regarding a request for damage assessment pertaining to future storms.

Ms. Elizabeth Schneider addressed the Board regarding her personal opinions regarding the eviction issue concerning 2-Fly at Merritt Island Airport.

Mr. Patrick Pacifico addressed the Board regarding his concerns about the eviction of 2-Fly at Merritt Island due to his son being a student pilot.

Mr. Rivera voiced his personal opinions regarding the eviction of 2-Fly.

Mr. Tom Consbruck, from the EAA Chapter at Merritt Island, spoke on behalf of pilots that believe flying in and out of the Merritt Island Airport is unsafe due to the amount air traffic coming from 2-Fly academy.

Mr. Jerome Duque addressed the Board as the Director of Operations at 2-Fly regarding the possibility of eviction.

### **Adjournment**

Mr. Mount adjourned the meeting at 7:03 p.m.

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JOHN CRAIG, CHAIRMAN

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DONN MOUNT, VICE CHAIRMAN



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **ACTION ITEMS**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **ACTION ITEM**

**APPROVAL: FAA GRANT AGREEMENT No. 3-12-0080-038-2024  
AND ASSOCIATED RESOLUTION FOR CONSTRUCTION OF THE  
REPLACEMENT AIR TRAFFIC CONTROL TOWER AT SPACE COAST  
REGIONAL AIRPORT**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 South Park Circle, Suite 524  
Orlando, FL 32819

July 25, 2024

Kevin Daugherty, AAE  
Director of Airports  
Titusville – Cocoa Airport Authority  
51 Bristow Way  
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Terminal Program Grant (ATP) Project No. 3-12-0080-038-2024 at Space Coast Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
 Juan C. Brown (Jul 25, 2024 09:30 EDT)

Juan C. Brown  
 Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT TERMINAL PROGRAM GRANT  
GRANT AGREEMENT  
Part I - Offer**

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Federal Award Offer Date	July 25, 2024
Airport/Planning Area	Space Coast Regional Airport
Airport Terminal Program Grant Number	3-12-0080-038-2024
Unique Entity Identifier	NML8EAJ995H1

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TO: Titusville-Cocoa Airport Authority  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 4, 2024, for a grant of Federal funds for a project at or associated with the Space Coast Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Space Coast Regional Airport (herein called the "Project") consisting of the following:

Construct New Federal Contract Tower

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on September 1, 2023.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95)% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,000,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,000,000 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.**
  - a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.
  - b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
  - c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage.
  - d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

- ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 9, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated

against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes
2. the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees 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)] and 2 CFR § 200.216.



27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** 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), 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. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

**SPECIAL CONDITIONS**


29. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Juan C. Brown (Jul 25, 2024 09:30 EDT)  
\_\_\_\_\_  
*(Signature)*

Juan C. Brown  
\_\_\_\_\_  
*(Typed Name)*

Manager  
\_\_\_\_\_  
*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
Titusville-Cocoa Airport Authority

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated this day of \_\_\_\_\_

\_\_\_\_\_

**By:**

\_\_\_\_\_

*(Signature of State's Attorney)*

\_\_\_\_\_

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.



- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by

the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental



and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA

determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Titusville-Cocoa 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) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of June 04, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**RESOLUTION NO. 00-24-13**

**A RESOLUTION APPROVING FAA GRANT AGREEMENT NO. 3-12-0080-038-2024 FOR CONSTRUCTION OF THE REPLACEMENT AIR TRAFFIC CONTROL TOWER AT SPACE COAST REGIONAL AIRPORT.**

WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-13, which approved FAA Grant Agreement No. 3-12-0080-038-2024 for the construction of the Replacement Air Traffic Control Tower at Space Coast Regional Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced FAA Grant and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 15th day of August 2024.

**ATTEST:**

**TITUSVILLE-COCOA AIRPORT DISTRICT**

\_\_\_\_\_  
John Craig  
Chairman

\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

\_\_\_\_\_  
Adam Bird  
Airport Attorney



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **ACTION ITEM**

**APPROVAL: AMENDMENT No. 1 TO FDOT PUBLIC TRANSPORTATION  
GRANT AGREEMENT No. 453054-1-94-01 AND ASSOCIATED  
RESOLUTION FOR THE RUNWAY 18-36 REHABILITATION PROJECT**

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 453054-1-94-01	Fund(s):	DDR	FLAIR Category:	088719
	Work Activity Code/Function:	215	Object Code:	740100
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
Contract Number: G2L21	Federal Award Date:		Vendor Number:	VF591061002001
CFDA Number: N/A	SAM/UEI Number:		Amendment No.:	1
CFDA Title: N/A				
CSFA Number: N/A				
CSFA Title: N/A				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and Titusville-Cocoa Airport District, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 5/24/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended To add scope and funds for construction of Runway 18-36 at Space Coast Regional Airport

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)  
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is  increased/  decreased by \$9,525,416 bringing the revised total cost of the project to \$10,332,122.

The Department's participation is  increased/  decreased by \$762,033. The Department agrees to participate in the Project cost up to the maximum amount of \$826,570, and, additionally the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Titusville-Cocoa Airport  
District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design and construction for the rehabilitation of Runway 18-36, including mill and overlay the runway, make corrections to the geometry and location of the existing taxiway connectors, add paved shoulders, adjust edge lighting, and RSA and ROFA improvements.

**B. Project Location** (limits, city, county, map): Space Coast Regional Airport/Titusville, FL/Brevard

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, construction fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement.

The project is amended to add construction scope of services and funding for construction that is based on the Agency's winning bid amount. The specifics of the Project Scope for construction are described in and limited by the 100% Project Construction Plans. Together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

### **F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

ATTENTION

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. ALL RIGHTS ARE RESERVED. PERMISSION IS GIVEN BY THE ENGINEER/ARCHITECT AND/OR A SPECIFIC CLIENT, HEREIN TO REPRODUCE THIS DOCUMENT BY AVCON, INC. FOR INFORMATIONAL PURPOSES ONLY. NO OTHER USE OF THIS DOCUMENT IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF AVCON, INC.

SCALE: GRAPHIC

REVISIONS

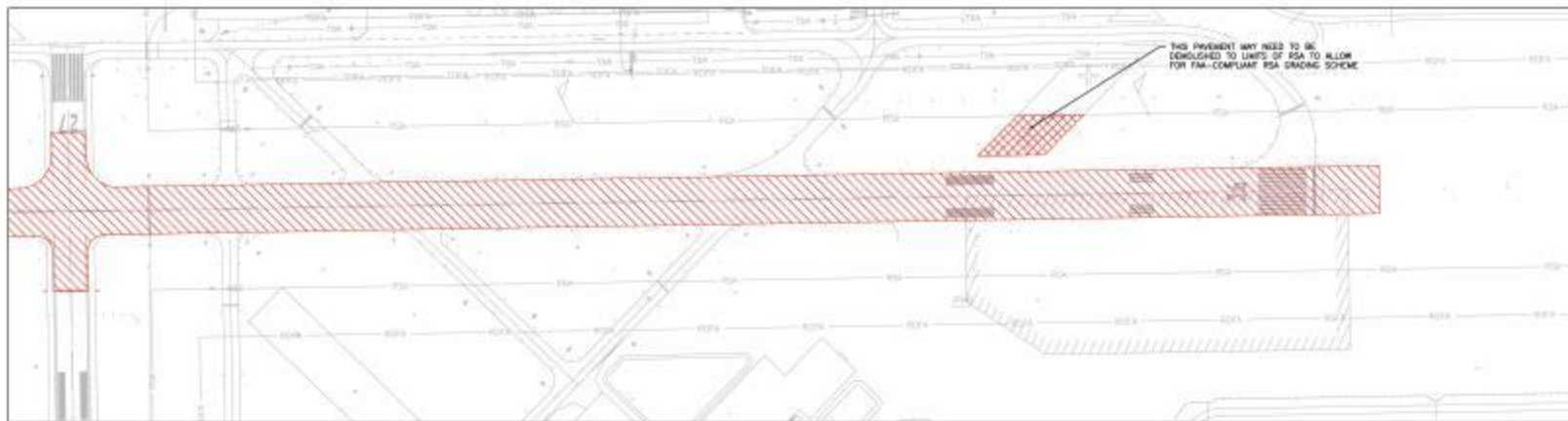
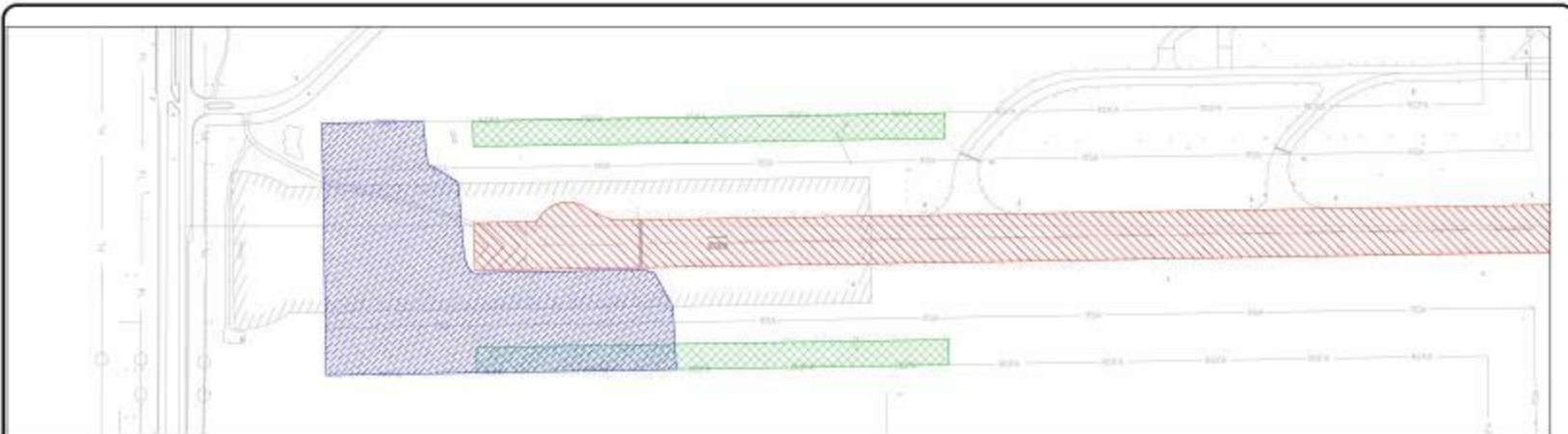
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: BHM  
DRAWN BY: BHM  
CHECKED BY: RKH

DATE: OCTOBER 2022

FOOT FM NO. -  
FAA AIP NO. -  
AVCON PROJECT NO. T80  
CADD FILE NAME: EXH\_RW18-36\_DCT2022

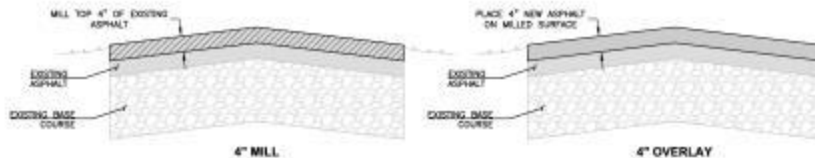
REFERENCE EXHIBIT



**LEGEND**

- 4" MILL, 4" OVERLAY
- GRASS GRADING, PER FAA AC 150/5000-12B
- CLEARING AND DRUBBING TO REMOVE TREES/SAPPLINGS WITHIN RSA

NOTE: ALL EXISTING AIRFIELD LIGHTING AND SIGNAGE COMPONENTS AND EXISTING MARKERS SHALL BE PRESERVED WHEREVER POSSIBLE.



TYPICAL REHABILITATION SECTION - RUNWAY 18-36

NOT TO SCALE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453054-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$64,537.00
453054-1-94-01	DDR	088719	2025	740100	N/A	N/A	\$762,033.00
453054-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$726,034.00
453054-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$8,572,874.00
453054-1-94-01	LF	088719	2023	740100	N/A	N/A	\$16,135.00
453054-1-94-01	LF	088719	2025	740100	N/A	N/A	\$190,509.00
<b>Total Financial Assistance</b>							<b>\$10,332,122.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$826,570.00	\$206,644.00	\$9,298,908.00	\$10,332,122.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$826,570.00</b>	<b>\$206,644.00</b>	<b>\$9,298,908.00</b>	<b>\$10,332,122.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

---

Department Grant Manager Name

---

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**RESOLUTION NO. 00-24-14**

**A RESOLUTION APPROVING FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 453054-1-94-01, AMENDMENT NO. 1, FOR THE RUNWAY 18-36 REHABILITATION PROJECT AT SPACE COAST REGIONAL AIRPORT.**

WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-14, which approved FDOT Public Transportation Grant Agreement No. 453054-1-94-01, Amendment No. 1, for the Runway 18-36 Rehabilitation Project at Space Coast Regional Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Amendment to the FDOT Public Transportation Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 15th day of August 2024.

**ATTEST:**

**TITUSVILLE-COCOA AIRPORT DISTRICT**

\_\_\_\_\_  
John Craig  
Chairman

\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

\_\_\_\_\_  
Adam Bird  
Airport Attorney



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

## **ACTION ITEM**

**APPROVAL: AMENDMENT No. 3 TO FDOT PUBLIC TRANSPORTATION  
GRANT AGREEMENT No. 450522-1-94-01 AND ASSOCIATED  
RESOLUTION FOR THE REPLACEMENT AWOS AT MERRITT ISLAND  
AIRPORT**

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 450522-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 751000 55052000531 VF591061002001
Contract Number: CFDA Number: CFDA Title: CSFA Number: CSFA Title:	Federal Award Date: SAM/UEI Number: N/A N/A 55.004 Aviation Grant Program		Amendment No.:	3

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and Titusville-Cocoa Airport District, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 1/25/2022 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to add funds to the PTGA.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

\_\_\_ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$37,642 bringing the revised total cost of the project to \$587,642.

The Department's participation is X increased/ \_\_\_ decreased by \$30,114. The Department agrees to participate in the Project cost up to the maximum amount of \$470,114, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Titusville-Cocoa Airport  
District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

\_\_\_\_\_

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design, Bidding, Acquisition, Installation and Training of Automated Weather Observation System (AWOS). Replace existing AWOS that is no longer cost effective to maintain.

**B. Project Location** (limits, city, county, map): Merritt Island Airport/Merritt Island, FL/Brevard

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The airports design engineer will assist with the development of performance specification, bid package, design, and installation of an Automated Weather Observation System (AWOS) III P/T or an alternate system that provides similar performance characteristics. They will provide coordination with the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA) and the OEAAA for the acquisition of additional frequency and needed airspace analysis for the frequency and installation site of the system. Award of the construction phase contract will be based on design documents, bids and awarded to the lowest, technical compliant, and responsible bidder for the procurement, installation and training for the AWOS III P/T or equivalent alternate system. Weather Reporting Equipment: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, installation, testing, commissioning of the equipment, coordination with all necessary agencies; and site preparation (earthwork and electrical work). It includes all materials, equipment, labor, and incidentals to complete a Weather Reporting Equipment installation project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): Stored Materials

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
450522-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$332,000.00
450522-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$30,114.00
450522-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$108,000.00
450522-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$27,000.00
450522-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$83,000.00
450522-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$7,528.00
<b>Total Financial Assistance</b>							<b>\$587,642.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$470,114.00	\$117,528.00	\$0.00	\$587,642.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$470,114.00</b>	<b>\$117,528.00</b>	<b>\$0.00</b>	<b>\$587,642.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
--	--

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

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Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$470,114

\*The award amount may change with amendments

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

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

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

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

**RESOLUTION NO. 00-24-15**

**A RESOLUTION APPROVING FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 450522-1-94-01, AMENDMENT NO. 3, FOR THE REPLACEMENT OF THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT MERRITT ISLAND AIRPORT.**

WHEREAS, on August 15, 2024, the Titusville–Cocoa Airport Authority in the regular session adopted Resolution No. 00-24-15, which approved FDOT Grant Agreement No. 450522-1-94-01, Amendment No. 3, for the Automated Weather Observation System (AWOS) at Merritt Island Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville–Cocoa Airport Authority) approves the above referenced Amendment to the FDOT Public Transportation Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 15th day of August 2024.

**ATTEST:**

**TITUSVILLE-COCOA AIRPORT DISTRICT**

\_\_\_\_\_  
John Craig  
Chairman

\_\_\_\_\_  
Kevin Daugherty, AAE  
Director of Airports

Approved as to form and legality:

\_\_\_\_\_  
Adam Bird  
Airport Attorney



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **ACTION ITEM**

**APPROVAL: RECOMMENDATION TO AWARD THE CONSTRUCTION  
CONTRACT FOR THE REPLACEMENT AIR TRAFFIC CONTROL TOWER AT  
SPACE COAST REGIONAL AIRPORT TO W + J CONSTRUCTION**



May 31, 2024

Kevin Daugherty, AAE  
Director of Airports  
Titusville – Cocoa Airport Authority  
51 Bristow Way  
Titusville, Florida 32870

**Reference: Recommendation of Award  
Air Traffic Control Tower (ATCT)  
Space Coast Regional Airport**

Dear Mr. Daugherty:

On May 23, 2024 at 2:00PM, the Authority received bids on the above-referenced project. A total of three (3) bids were received as follows:

<b>Bidder</b>	<b>Lump Sum Bid Total</b>
W&J Construction Corporation	\$7,987,334
Gomez Construction Company	\$8,706,491
Clancy & Theys Construction Company	\$9,930,846

The apparent low bidder is **W&J Construction Corporation (W&J)** whose total lump sum bid is \$7,987,334. W&J submitted the required bid forms, including the 5% Bid Security, acknowledgement of Addendum #s 1-3, and a list of four projects completed in the last five years ranging in value from \$205K to \$5.4M. W&J is unable to meet the DBE goal set for the project. They committed to 0% and submitted Good Faith Efforts documentation. W&J’s bid appears to be complete and responsive.

The second lowest bid received was from Gomez Construction Company (Gomez), whose total lump sum bid is \$8,706,491. Gomez submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum #s 1-3, and a list of five projects completed in the last five years ranging in value from \$835K to \$3M. Gomez has committed to meeting the full 10% DBE goal set for the project using one subcontractor; however, the Letter of Intent for this firm (Page B-23) was omitted and would need to be requested. The GFE pages B-27 thru B-30 are not applicable and, therefore, not included. Gomez’s bid also appears to be complete and responsive.

Kevin Daugherty, AAE  
Titusville-Cocoa Airport Authority  
Air Traffic Control Tower (ATCT)  
Space Coast Regional Airport  
May 31, 2024  
Page 2 of 2

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Notwithstanding the Authority's Legal Counsel review, **AVCON** recommends award of the contract to **W&J Construction Corporation** for the Total Bid amount of **Seven Million, Nine Hundred Eighty-Seven Thousand, Three Hundred Thirty-Four Dollars and 00/100 (\$7,987,334)**, subject to the availability of funding.

We stand ready to assist the Authority in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

**AVCON, INC.**

A handwritten signature in purple ink, appearing to read "Robert Hambrecht", is written over a faint, light purple watermark of the signature.

Robert Hambrecht, P.E.  
Project Manager

Cc: Justin Hopman



**CONSTRUCTION AGREEMENT**

**BETWEEN**

**TITUSVILLE COCOA AIRPORT AUTHORITY**

**AND**

---

**W+J Construction Corp.**

**FOR**

**AIR TRAFFIC CONTROL TOWER (ATCT)  
AT SPACE COAST REGIONAL AIRPORT**

**CONTRACT NO. \_\_\_\_\_**



## CONSTRUCTION AGREEMENT

**THE TITUSVILLE-COCOA AIRPORT AUTHORITY** a body corporate existing under the laws of the State of Florida (“**Owner**”), hereby contracts with **W+J Construction Corp.** (“**Contractor**”), a Florida corporation, whose business address is **1005 Viera Blvd. Suite 202 Rockledge, FL 32955** to perform all work (“**Work**”) in connection with the construction of that certain construction of Air Traffic Control Tower (ATCT) (hereafter referred to as the “**Project**”) located at Space Coast Regional Airport, said Work being set forth in the plans and specifications being prepared by AVCON, INC., the design professional of record (“**Design Professional**”) and all other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

### **Section 1. Contract Documents**

A. The Contract Documents consist of this Agreement, the Exhibits attached hereto, and any duly executed and issued addenda, Change Orders, Construction Change Directives, and amendments signed by Owner relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project (“**Construction Documents**”) prepared by AVCON, INC. All of the foregoing Contract Documents are sometimes referred to herein as the “**Contract**”.

B. Owner shall furnish Contractor with a reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Contractor for execution of the Work, shall be made by Contractor from its reproducible set at Contractor’s sole cost and expense. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work by Owner or termination of the Contract, whichever occurs first; provided, however, Owner is furnishing Contractor a reproducible set of Construction Documents for Contractor’s convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

C. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. 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 whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Construction Documents are permitted, except as may be otherwise specifically stated in the Contract Documents.

D. If during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to Design Professional and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

E. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to immediately notify Design Professional and Owner and, absent contrary instruction from Owner, comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

## **Section 2. Scope of Work**

Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents (collectively, the "**Work**"). For the avoidance of doubt, Contractor shall have the responsibility to perform the Work and build the entire Project in accordance with the Construction Documents, except any work as may specifically be stated in the Contract Documents to be the responsibility of others.

## **Section 3. Relationship of Parties**

A. Contractor hereby designates \_\_\_\_\_ as its Project Manager, with full authority to bind and obligate Contractor on all matters arising out of or relating to the Work or the Contract Documents. Contractor shall ensure that the Project Manager devotes whatever time is required to satisfactorily manage the Work and Contractor will provide for such required amount of time in the Itemized General Conditions Expenses Attachment to be attached to the GMP Amendment. The Project Manager shall not be removed or replaced by Contractor without Owner's prior written approval, which approval shall not be unreasonably withheld.

B. Contractor shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Contract shall create an employment or agent relationship between the parties.

C. Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion (hereinafter defined) of the Work: (i) that it and, to the best of its knowledge, its subcontractors are financially solvent and possessed of sufficient working capital to complete the Work and perform all obligations hereunder; (ii) that it is authorized to do business in the State in which the Project is located and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the Project; (iii) that its execution of this Agreement and all of the Contract Documents, and its performance thereof is within its duly authorized power; (iv) that its duly authorized representative has visited, and is familiar with the local and special conditions under which the Work is to be performed and has correlated onsite observations with the requirements of the Contract Documents; and (v) that it possesses a high level of experience and expertise in the construction of projects of the size, complexity and nature of this particular Project and that it will perform the Work with the care, skill and diligence of such a contractor.

#### **Section 4. Contract Price and Payment Process**

A. In consideration of the full and faithful performance by Contractor of the covenants and obligations in the Contract, Owner agrees to pay, or cause to be paid, to Contractor \$7,987,334 (herein "**Contract Price**"), in accordance with the terms of the Contract and as may be modified by written and approved Change Orders or Construction Change Directives.

#### **B. PROGRESS PAYMENTS.**

- i. Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as Owner reasonably may require. Prior to submitting its first monthly Application for Payment, Contractor shall submit to Owner and Design Professional, for their review and approval, a Schedule of Values based upon the lump sum compensation to be paid Contractor for the Work hereunder. After its approval by Owner, that Schedule of Values shall be used as the basis for Contractor's monthly Applications for Payment. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. The approved Schedule of Values shall be updated to reflect current Change Orders and Construction Change Directives and submitted each month to Owner along with a completed and notarized copy of the Application for Payment.
- ii. The Schedule of Values shall list the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work.

- iii. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.
- iv. Contractor shall submit two (2) notarized original copies of its monthly Application for Payment to Owner on or before the twenty-fifth (25<sup>th</sup>) day of each month for Work performed during the previous month. Applications for Payment received after the twenty-fifth (25<sup>th</sup>) day of each month shall be considered for payment as part of the next month's application. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Contractor. Owner shall pay Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Contractor within twenty (20) calendar days of Owner's receipt of the Certificate for Payment. General conditions and/or general requirements will be paid based on the percentage of Work complete on site, with the exception of Contractor's initial Application for Payment which may include the reimbursement of costs for the Bonds.
- v. Unless otherwise provided elsewhere in the Contract Documents, Owner shall retain five percent (5%) of that portion of the gross amount of each monthly payment request certified by Design Professional and approved by Owner for payment thru final payment. Nothing in this Section shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Further, any release of retainage, or portion thereof, shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to Contractor, or (ii) any other rights or remedy that Owner has under the Contract Documents, at law or in equity.
- vi. Payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- vii. Each Application for Payment shall be accompanied by: (a) properly executed and notarized (i) Release and Affidavit, in the form attached to the Agreement as Exhibit A, and (ii) Waiver of Right to Claim Against the Payment Bond (Progress Payment) in form prescribed by applicable law, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment has been requested have been paid in full through the previous month's Application for Payment, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have

delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Progress Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) updated Schedule(s) required by the Contract Documents, (c) a written consent from the surety for the payment being requested; and (d) such other information, documentation, and materials as Owner or Design Professional may reasonably require (e.g. payrolls, petty cash accounts, an invoices). Owner shall not be required to make payment until and unless these affidavits, waivers, reports and other information, documentation and materials are furnished by Contractor.

- viii. If Contractor is withholding any portion of a payment to any subcontractor or supplier for any labor, services, or materials for which Owner has paid Contractor, Contractor agrees to refund such money to Owner. Applications for Payment shall not include requests for payment for portions of the Work for which Contractor does not intend to pay a subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.
- ix. Each Application for Payment shall constitute a certification and representation by Contractor to Owner that: (a) the construction has progressed to the point indicated; (b) the quality of the Work covered by the application is in accordance with the Contract Documents; (c) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (d) all due and payable bills with respect to the Work have been paid to date or included in the amount requested in the current application, and there is no known basis for the filing of any construction liens or claims or any other lien or claim on the Work; (e) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; (f) Contractor is entitled to payment in the amount requested; (g) such Application for Payment represents the amount payable to Contractor under the terms of the Contract Documents, and (h) such Application for Payment has not been front-end-loaded either by Contractor or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).
- x. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment unless later passage of title is expressly provided for elsewhere herein. Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### **C. PAYMENTS WITHHELD.**

- i. Design Professional shall review each Application for Payment submitted by Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Contractor under the Contract or any other agreement between Owner and Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to Owner's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from Owner.

### **D. FINAL PAYMENT.**

- i. Owner shall make final payment to Contractor within twenty (20) calendar days after the Work is finally accepted by Owner, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, furnishes Owner with: (a) a properly executed and notarized final release (conditioned only upon receipt of final payment in the form of the Release and Affidavit attached to the Agreement as Exhibit A and Waiver of Right to Claim Against the Payment Bond (Final Payment) in form prescribed by applicable law, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Final Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) all as-built Contract Documents, including as-built drawings for design-build systems

delegated to Contractor; (c) a complete list of subcontractors and principal suppliers on the Project, including addresses and telephone numbers; (d) evidence reasonably acceptable to Owner that the Work has passed all requisite governmental inspections; (e) an indexed, readable and searchable electronic copy, in format acceptable to Owner and, if requested, hard copies of all operation and maintenance manuals, permits, and temporary and final certificates of completion or occupancy, as applicable, and third party warranty documents applicable to the Work; (f) a Final Payment Affidavit in statutory form; (g) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner; (h) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Owner; and (i) such other materials, information and documentation that may be required by the Contract Documents or Owner.

- ii. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of the Contract or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection.

### **Section 5. Changes in the Work**

A. Owner shall have the right at any time during the progress of the Work, without invalidating the Contract, to change, increase or decrease the Work. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any increased compensation or adjustment to the Contract Time without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. **NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.**

B. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Contractor's estimate shall include a critical path analysis of impacts to time as well as cost to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and Contractor's proposed methods to

minimize costs, and any delay to the performance of the Work. If Contractor fails to submit a written proposal or request additional time for submitting the proposal within the fourteen (14) day time period, it shall be presumed that the change described in Owner's request for a proposed change will not result in a modification to the Contract Price or Contract Time and, if directed by Owner in writing, the change shall be performed by Contractor without additional compensation. Owner's request for a proposed change does not authorize Contractor to commence performance of the change, unless otherwise specified in writing. If Owner decides that the proposed change be performed, the Work shall be authorized according to Change Order or Construction Change Directive procedures set forth herein.

C. If Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Price or Contract Time or Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then Contractor may submit a written Change Order Request ("COR") (to be followed by substantiating data), in a format acceptable to Owner, and must specify the reasons for such proposed change, including relevant circumstances and impacts on the schedule. Contractor shall submit a written price proposal concurrently with the COR. Contractor may request additional compensation and/or time through a COR but not for instances that Contractor knew or reasonably should have known occurred more than fourteen (14) days prior to the date the COR is submitted. Contractor's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any such COR that is approved by Owner will be incorporated in a Change Order or Construction Change Directive. If Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but Contractor believes that it does have merit, the Contractor may submit a Claim in accordance with the procedures set forth herein.

D. A Change Order, in the form attached as Exhibit B to the Agreement, shall be prepared by Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Contractor and Owner concerning requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Time.

E. If Owner and Contractor are unable to agree on a Change Order for a requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with Owner's adjustment determination, Contractor must make a Claim pursuant to the terms of this Contract or else be deemed to have waived any Claim it might otherwise have had on that matter.

F. In the event a COR presented by Contractor is approved by Owner which results in either an increase or decrease to the Contract Price, a Change Order shall be issued which increases or decreases the Contract Price by the amount of Contractor's actual and reasonable direct cost of the Work (including bond premiums). In the event such change Work is performed by subcontractors or



sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted.

## **Section 6. Contract Time, Schedules, and Liquidated Damages**

A. Time is of the essence in the performance of the Work under the Contract. The “**Commencement Date**” shall be established in a written Notice to Proceed to be issued by Owner. Contractor shall commence the Work within five (5) calendar days after the Commencement Date. No portion of the Work shall be performed prior to the Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Commencement Date and ending on the date of Substantial Completion, hereinafter defined, of the Work is referred to hereafter as the “**Contract Time**”. The Contract Time is set forth with more specificity in Subsection 6.B below.

B. Subject to adjustments to the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than **536 calendar days** from the Commencement Date of the Work. “Substantial Completion is when the Work has been completed to the point where Owner can lawfully occupy or utilize the Work for its intended purpose under a Certificate of Occupancy, or Conditional Certificate of Occupancy (with conditions acceptable to Owner in its sole discretion), or Certificate of Substantial Completion provided by the Design Professional, or their equivalent. Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within **60 calendar days** after the Substantial Completion date, or within **60 calendar days** after Contractor’s receipt of the punch list, whichever date occurs last (“**Final Completion Date**”).

C. An initial Project schedule is set forth in Exhibit C to this Contract.

D. The Project Schedule and all other schedules required hereunder shall be updated by Contractor monthly and be in a critical path methodology format. The Project Schedule and all updates to it shall be subject to Owner’s and Design Professional’s review and comment. Contractor’s submittal of a satisfactory Project Schedule and updates thereto and Owner’s acceptance of same shall be a condition precedent to Owner’s obligation to pay Contractor.

E. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is responsible or liable. Unless expressly noted otherwise in the Contract Documents, Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, coordination of trades and subcontractors, coordination of drawings to existing as-built conditions and site conditions, and the coordination of Owner’s suppliers and contractors.

F. Should Contractor be obstructed or delayed in the critical path of the prosecution of,

or completion of, the Work as a result of unforeseeable causes that are (a) beyond the control of Contractor, (b) not due to Contractor's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time as more specifically addressed in the Bid Documents at Section 01135 of the General Requirements, then Contractor shall notify Owner and Design Professional in writing within forty-eight (48) hours after the commencement of such delay (which time period shall control over any conflicting time periods specified elsewhere herein) stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension therefor.

G. Owner shall have the right, at any time, whether or not Contractor is behind schedule, to order Contractor to accelerate its Work. In the event that Owner orders Contractor to accelerate its Work and Contractor (i) is not behind schedule, and (ii) believes that acceleration will increase the cost of performance, Contractor, shall be required to submit a Claim, hereinafter defined, for an adjustment to the Contract Price. Any such Claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

H. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances (collectively, "**hazardous materials**") not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected, and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

I. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time for any delays on the Project; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, punitive, special, indirect, incidental, or consequential damages of any kind or nature whatsoever. For the avoidance of doubt,

Owner's exercise of its reserved right to change, increase or decrease the Work shall not be deemed to be "fault or neglect of Owner" serving as the basis for additional compensation under this Subsection.

J. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Contractor fails to achieve Substantial Completion of the Work within the Contract time, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$ 2,500.00)** for each calendar day thereafter until Substantial Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely if Contractor fails to achieve Substantial Completion of the Work within the Contract Time and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

K. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Work fails to achieve Final Completion, hereinafter defined, by the Final Completion Date, as said time may be adjusted as provided for herein. "Final Completion" shall mean, for the purposes of this subsection, that Contractor has satisfied all conditions to Design Professional's issuance of a final Certificate for Payment. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to ascertain and quantify because this is a public construction project that will, when Final Completion is achieved, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Should Contractor fail to achieve Final Completion of the Work by the Final Completion Date, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$ 2,500.00)** for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Owner may deduct liquidated damages prescribed in this subsection from any

unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for Contractor's failure to achieve Final Completion of the Work by the Final Completion Date and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Final Completion of the Work.

L. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. "**Days**" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days". The term "**business day**" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

### **Section 7. Bonds**

A. Within ten (10) business days after the Contract is signed by Owner and Contractor and before any portion of the Work to be covered by such bonds is commenced, Contractor shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the amount of one hundred percent (100%) of the Contract Price. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner, in its sole discretion:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. The Bonds must be fully performable in Florida, with service and venue in the location of the Project site.

6. If the Contract Price exceeds Five Hundred Thousand and No/100 (\$500,000.00), the surety company shall also comply with the following provisions:

a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's prior written approval.

C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, within five (5) days after Owner's written approval of the Bonds and before commencing the Work, Contractor shall record in the Public Records of Brevard County, Florida, a copy of the Performance and Payment Bonds. Contractor shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to Contractor hereunder.

### Section 8. Insurance

During the term of the Contract or for such longer period as specified in the Contract Documents or required by applicable law, Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida. Simultaneously with the execution and delivery of the Contract by Contractor, Contractor shall deliver to Owner properly executed Certificates of Insurance and copies of additional insured endorsements in form acceptable to Owner showing Owner as an additional insured, which shall evidence the fact that Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, if requested by Owner during the course of the Project. These Certificates, additional insured endorsements and policies shall contain

provisions that thirty (30) calendar days written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Contractor shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract. In no event shall any failure of Owner to receive copies or certificates of policies required under the Contract be construed as a waiver by Owner of Contractor's obligations to obtain insurance pursuant as required by the Contract. The obligation to procure and maintain insurance required by the Contract is a separate responsibility of Contractor and independent of its duty to furnish a copy or certificate of such insurance policies.

A. All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

- i. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Contractor to meet the requirements of the Contract shall name Titusville Cocoa Airport Authority, as an additional insured as to the operations of Contractor under the Contract Documents and shall contain a severability of interests provisions.
- ii. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- iii. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract, and the "Other Insurance" provisions of any policies obtained by Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.
- iv. All insurance policies shall be fully performable in Brevard County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- v. All insurance policies to be provided by Contractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Brevard County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Brevard County, Florida.

- vi. The acceptance by Owner of any evidence of the insurance coverages and limits required by the Contract, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance are in compliance with the requirements of the Contract.
- vii. Before starting and until completion of all Work required hereunder or for such longer period as otherwise specified herein or required by applicable law, Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit D to the Agreement, "Insurance Coverage," which is attached hereto and made a part hereof Contractor shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified in Exhibit D to the Agreement, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by Owner.
- viii. If any insurance provided pursuant to the Contract expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) calendar days prior to the date of expiration.
- ix. Should at any time Contractor not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased.

If Contractor fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due Contractor under the Contract. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Contract.

- x. All insurance companies from whom Contractor obtains the insurance policies required hereunder must meet the following minimum requirements:
  - a. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
  - b. The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of the Agreement.

- c. The insurance company must have an A. M. Best policyholder rating of either “A+”, “A”, or “A-”.
  - d. The insurance company must have a current A. M. Best financial rating of “Class VI” or higher.
- xi. Unless otherwise noted in the Contract Documents, Owner shall maintain property insurance with respect to the Project. The property insurance shall include the interests of Contractor and its subcontractors and suppliers in the Project. The property insurance shall be an “Open Perils Policy” type of policy, with coverage amounts, deductibles and sublimits established by Owner. The property insurance shall not cover loss to any of Contractor’s or its subcontractors’ owned, leased or rented property, including trailers, tools, supplies and equipment. Any losses under the property insurance shall be adjusted by Owner, with the cooperation of Contractor, with any claim check being made payable to Owner. Contractor shall be liable and responsible for all property insurance deductibles up to the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) on each loss occurrence. Owner will provide a sample certificate showing builders risk coverage.
- xii. Insurance requirements itemized in the Contract and required of Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under the Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- xiii. Each insurance policy required by the Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability; and
  - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Owner.
- xiv. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.
- xv. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of the Contract.
- xvi. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of the Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.



- xvii. Claims Made Policies will be accepted for Professional Liability and Pollution Liability (Hazardous Materials), and such other risks as are authorized by Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than four (4) years. If provided as an option, Contractor shall purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Contract.
- xviii. Certificates of Insurance or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements, evidencing Claims Made or Occurrence Form Coverage and conditions to the Contract are to be furnished to Owner prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements or shall be received by Owner before Contractor will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.
- xix. Notices of Accidents (occurrences) and Notices of Claims associated with the Work being performed under the Contract, shall be provided to Contractor's/subcontractor's/consultant's insurance company and Owner as soon as practicable after notice to the insured.

**D. WAIVER OF SUBROGATION.**

- i. Contractor waives all rights of subrogation against Owner, Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance required to be maintained by Contractor or its subcontractors, to the extent such damages or injuries are covered by such insurance. Contractor shall require similar waivers from all of its subcontractors.
- ii. If any policies of insurance required to be maintained by Contractor or its subcontractors require an endorsement to provide any waiver of subrogation referenced above, Contractor shall cause such policies to be so endorsed.

**Section 9. Indemnification**

A. The Contractor shall indemnify, defend, and save harmless to the limit allowed by law, the Owner and the Design Professional and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees and costs arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction or damages of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification is not intended to provide indemnity protection for any negligent

acts or omissions of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Design Professional, the Design Professional's agents or employees arising out of errors or omissions in maps, drawings, plans, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Design Professional. If any word, clause or provision of any of the indemnification provisions of the Contract is determined not to be in compliance with Fla Stat. Section 725.06, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties the Contractor's indemnity obligations comply fully with Fla. Stat. Section 725.06, including any amendments, in all respects.

B. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to defend the specified indemnified parties shall be at Contractor's sole expense. Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by a party or person indemnified hereunder, unless such person or party agrees in writing to an extension of this time. The defense provided by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of the Contract until it is determined by final judgment that an action against Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. In any and all claims against the Owner or the Design Professional or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

## **Section 10. Completion, Warranty, and Defective Work**

### **A. SUBSTANTIAL COMPLETION.**

- i. When the entire Work (or any portion thereof designated in writing by Owner) is substantially complete, Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial

Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) to be achieved by Contractor and include a final punch list of items to be completed or corrected by Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Contractor within seven (7) calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under the Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if the Contract involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this Section for each building, structure, or phase of the Project. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or partial Substantial Completion), but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

## B. FINAL COMPLETION.

- i. When Contractor believes it has fully performed all of the Work, including all punch list items, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment, which Contractor shall submit within one hundred twenty (120) days of the date of Substantial Completion. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit A, (2) consent of surety to final payment, (3) all close-out documentation and information required by the Contract Documents to be provided by Contractor prior to its entitlement to final payment, and (4) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though

Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that Final Completion has been achieved, neither the final payment nor the retainage shall become due and payable.

#### C. WARRANTY.

- i. Contractor shall obtain and assign to Owner on a non-exclusive basis all warranties given to Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Contractor), or normal wear and tear under normal usage.

#### D. DEFECTIVE WORK.

- i. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design

- Professional, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.
- ii. If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
  - iii. Owner shall have the right to order Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Contractor or any other person.
  - iv. Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.
  - v. If Contractor fails, within a reasonable time (as determined by Owner) after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate

in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

### **Section 11. Termination**

#### **E. TERMINATION BY THE OWNER FOR CAUSE.**

- i. Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by Owner or Design Professional or as provided for in the Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.
- ii. If Owner determines that Contractor is in default under the Contract, Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner,

in its sole discretion, may choose. In making either the initial determination that Contractor is in default under the Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Contractor is in default or has failed to satisfactorily cure its default.

- iii. If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Price, and if such expenditures exceed the unpaid balance of the Contract Price, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Price exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Contractor shall be paid the amounts earned prior to Contractor's rights under the Contract were terminated. Any amounts to be paid to Owner by Contractor pursuant to this Subsection shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.
- iv. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.
- v. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor for termination for convenience in Subsection 10.B.i. below.

#### F. TERMINATION OF CONTRACTOR FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- i. Owner shall have the right to terminate the Contract without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage

withheld, demobilization costs actually incurred, and the cost to cancel any subcontracts, purchase orders, fabrication orders executed for the Project, but Contractor shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

- ii. Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents; provided, however, if the ordered suspension exceeds ninety (90) consecutive calendar days, Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage.

### **Section 12. Exhibits Incorporated and Order of Precedence**

The following documents are expressly agreed to be incorporated by reference and made a part of this Contract.

- Exhibit A: Form of Release and Affidavit
- Exhibit B: Form of Change Order
- Exhibit C: Initial Project Schedule
- Exhibit D: Insurance Coverage

In the event of any inconsistency, discrepancy, errors, or conflict between the Contract Documents, Section 50-03 of the FAA General Provisions, as modified, contained within the Bid Documents shall control the order of precedence.

### **Section 13. Notices**

A. All notices, consents, or approvals required or permitted to be given under the terms of the Contract shall be in writing and shall be sent by: (a) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (b) hand delivery, to the notice address of the respective parties set forth below in Subsection 13.B or 13.C, as applicable. Notice given in accordance with this Section 13 shall be effective on the earlier of the day actually received, if received on a business day (or, if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates specified below, (i) on the date of delivery or refusal of delivery, if by hand delivery, or (ii) on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice to the party specified in Subsection 13.B or 13.C, as applicable, below.

B. Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:



Titusville Cocoa Airport Authority  
c/o Kevin Daugherty, AAE  
Director of Airports  
51 Bristow Way  
Titusville, FL 32780

C. Notices, consents or approvals required or permitted to be given to Contractor shall be delivered to Contractor at:

**W+J Construction Corp.**  
**1005 Viera Blvd. Suite 202**  
**Rockledge, FL 32955**

D. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### **Section 14. Claims and Disputes**

A. The term “**Claim**” as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

B. Initial notice of Claims by Contractor shall be made in writing to Owner and Design Professional within seven (7) calendar days after the first day of the event giving rise to such Claim or else Contractor shall be deemed to have waived the Claim. A fully substantiated written Claim with supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the conclusion of the event, unless Owner grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

C. Owner shall issue a decision on Contractor’s Claim within sixty (60) days from the Contractor’s issuance of the fully substantiated Claim. The Owner’s decision shall become binding on the Contractor unless the Contractor appeals the decision by requesting negotiations between executive level personnel from both Owner and Contractor in writing within five (5) business days of the Owner issuing its decision. Such negotiations shall take place within sixty (60) days of the Contractor’s written appeal. Should executive level negotiations fail to resolve the dispute, the parties may proceed to mediation on the Claim; provided, however, such mediation shall not occur prior to Substantial Completion of the Project. Any mediation of a Claim shall be conducted before a mediator selected by the Owner who is board certified in construction law by the Florida Bar.

D. Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, dispute, or pending Change Order request, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim, dispute, or Change Order request. Contractor shall not, under any circumstances, cease Work on the Project as the result of any unresolved Claims, disputes, or pending Change Orders.

E. Attendance at mediation shall be a condition precedent to Contractor bringing a lawsuit against Owner. Any litigation between Owner and Contractor (which term for the purposes

of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Any litigation between Owner and Contractor shall not be permitted to commence until the Project has achieved Substantial Completion and the Parties attend mediation resulting in an impasse. The exclusive venue of any such litigation between Owner and Contractor shall lie and be only in the appropriate State courts of the State of Florida's Eighteenth Judicial Circuit in and for Brevard County, Florida.

F. Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court. OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION.

G. In the event of any claim or dispute arising out of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

H. The parties specifically opt out of the requirements of Chapter 558, Florida Statutes.

### **Section 15. Modification**

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

### **Section 16. Successors and Assigns**

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Contract.

### **Section 17. Governing Law**

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

### **Section 18. No Waiver**

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Further, the failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be

construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

### **Section 19. Entire Agreement**

The Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

### **Section 20. Severability**

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

### **Section 21. Construction**

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. The headings of the Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments as contained in the Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation. The remedies granted to Owner in the Contract are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

### **Section 22. Counterparts**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THIS SECTION IS INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) indicated below.

**CONTRACTOR:**  
**W+J Construction Corp.**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print)

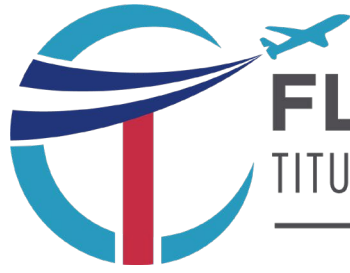
Title: \_\_\_\_\_

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

**OWNER:**  
TITUSVILLE COCOA AIRPORT AUTHORITY

\_\_\_\_\_  
By: Kevin Daugherty, AAE  
Director of Airports

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



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **ACTION ITEM**

**DIRECTOR OF AIRPORTS ANNUAL PERFORMANCE REVIEW**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORT**

**DEPUTY DIRECTOR OF OPERATIONS & MAINTENANCE**



## **CAPITAL IMPROVEMENTS PROJECTS UPDATE**

# Airport Project Updates

## New Projects

- Challenger Extension Design
- TIX 18/36 Rehab Design
- TIX ATCT Design

TIX, COI, X21



# PROJECT: Challenger Avenue Extension Design

**BUDGET:** \$460,000 (100% NBEZ Grant)

**CURRENT STATUS:** Reviewed 90% drawings. Seeking additional funding from Space Florida to accommodate a regional drainage area in support of the roadway and development.

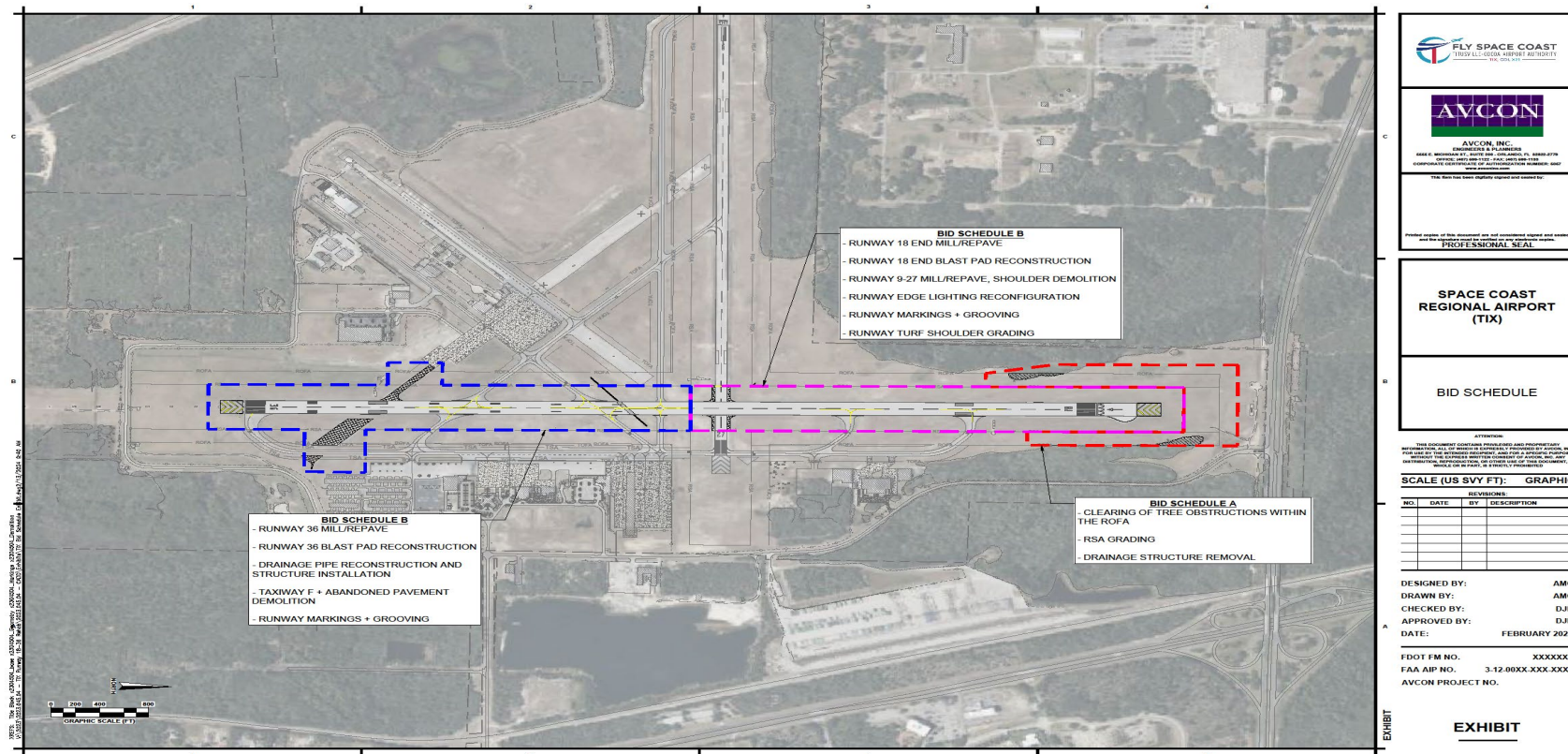
FLY SPACE COAST  
AUTHORITY



# PROJECT: TIX RWY 18/36 Rehabilitation (Design)

**BUDGET:** \$806,000 (90% FAA, 8% FDOT, 2% Local)

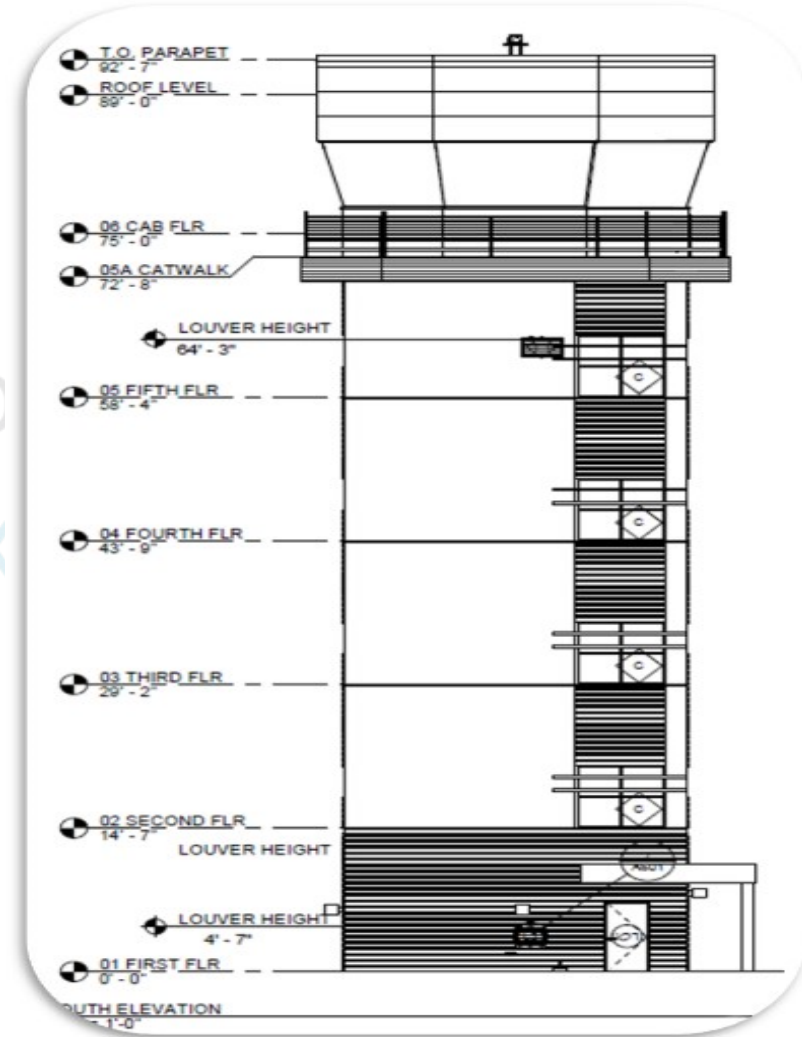
**CURRENT STATUS:** Received construction bids (low bid \$8,772,080.75), awaiting grant awards from FAA/FDOT partners.



# PROJECT: Design of the Replacement Airport Traffic Control Tower – Space Coast Regional Airport

**BUDGET:** \$960,000 (80/20 FDOT Grant)

**CURRENT STATUS:** Site plan under review by City of Titusville. Construction bids received (Low bid \$7,987,334.00). Expect contract to be signed this month.



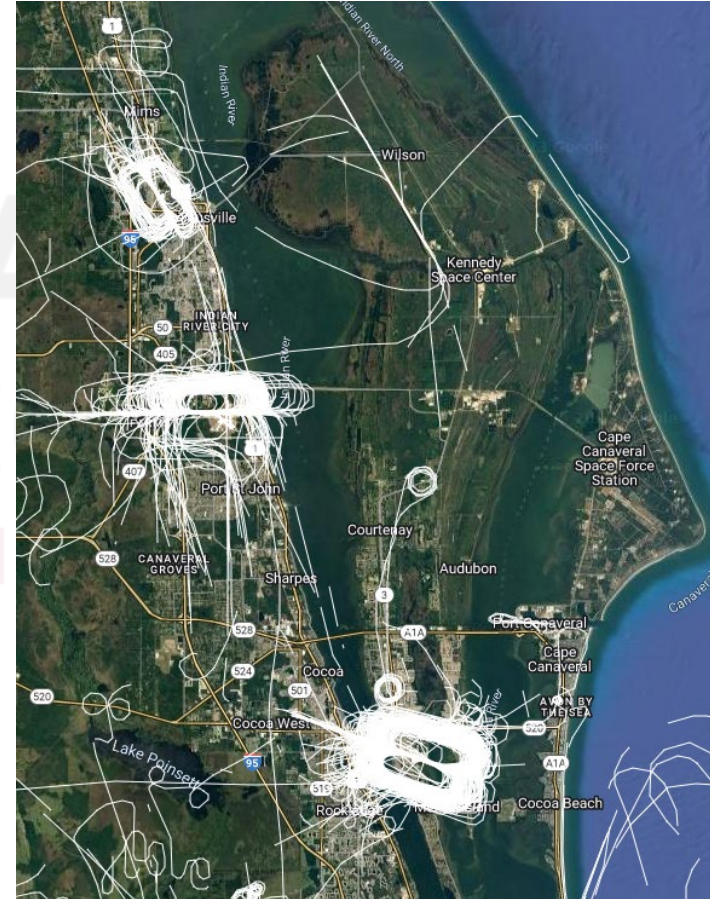
# Airport Noise Complaints

July 2024

**X21 - 0**

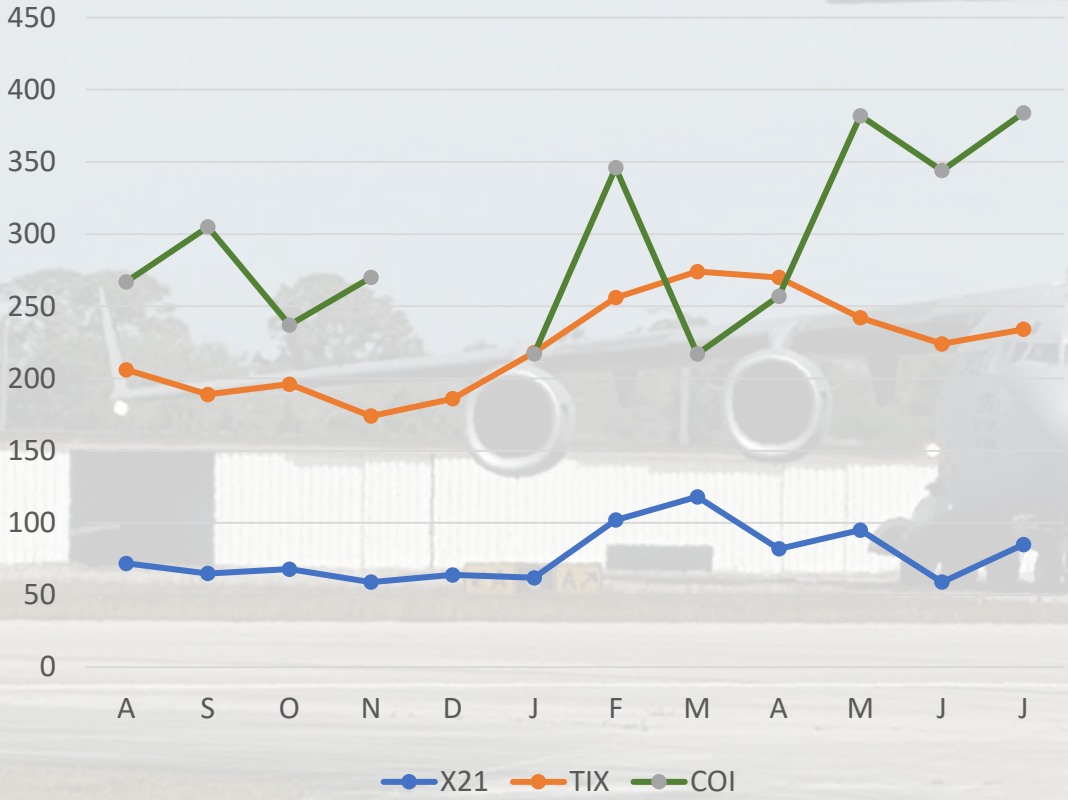
**TIX - 0**

**COI - 3**



# July 2024 Average Daily Operations

2023/2024 Operations



**X21**      **85**  
**TIX**      **234**  
**COI**      **384**

Data collected by VirTower



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORT**

**DEPUTY DIRECTOR OF FINANCE & ADMINISTRATION**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## CHECK REGISTER

## July 2024 Check Register

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	6268	07/12/2024	257.61
Allen Enterprises, Inc.	Bill Pmt -Check	6269	07/12/2024	983.24
Amazon Capital services	Bill Pmt -Check	6270	07/12/2024	231.99
AT&T	Bill Pmt -Check	6271	07/12/2024	186.94
BOCC-Solid Waste Management	Bill Pmt -Check	6272	07/12/2024	45.83
Brevard Uniform Co	Bill Pmt -Check	6273	07/12/2024	66.90
City Of Titusville	Bill Pmt -Check	6274	07/12/2024	875.80
Economic Development Commission	Bill Pmt -Check	6275	07/12/2024	1,000.00
Faster Than Sound, Inc	Bill Pmt -Check	6276	07/12/2024	1,780.00
Florida Coast Equipment	Bill Pmt -Check	6277	07/12/2024	752.54
FPL	Bill Pmt -Check	6278	07/12/2024	851.20
Home Depot Credit Services	Bill Pmt -Check	6279	07/12/2024	526.66
Lacy's Lock	Bill Pmt -Check	6280	07/12/2024	299.00
Mohsen Design Group Incorporated	Bill Pmt -Check	6281	07/12/2024	2,500.00
Robertson's Lawns Inc	Bill Pmt -Check	6282	07/12/2024	1,000.00
Safety-Kleen Systems, Inc	Bill Pmt -Check	6283	07/12/2024	500.38
SiteOne Landscape Supply	Bill Pmt -Check	6284	07/12/2024	681.63
Southeast Services of CFL Inc.	Bill Pmt -Check	6285	07/12/2024	445.00
Staples	Bill Pmt -Check	6286	07/12/2024	110.60
Waste Management	Bill Pmt -Check	6287	07/12/2024	464.75
Arthur J. Gallagher Risk Management Serv.	Bill Pmt -Check	6288	07/12/2024	2,780.20
Black's Spray Service, Inc	Bill Pmt -Check	6289	07/12/2024	244.00
Watkins Oil	Bill Pmt -Check	6290	07/12/2024	936.75
Josh Wilkinson	Bill Pmt -Check	6291	07/12/2024	50.00
Paul Skinnell	Bill Pmt -Check	6292	07/12/2024	400.00
Mission Square - 303301	Bill Pmt -Check	6293	07/26/2024	257.61
CHLIC	Bill Pmt -Check	6294	07/26/2024	526.09
Davis Vision	Bill Pmt -Check	6295	07/26/2024	79.45
Board of County Commissioners	Bill Pmt -Check	6296	07/26/2024	15,800.95
Standard Insurance Company	Bill Pmt -Check	6297	07/26/2024	619.58
Amazon Capital services	Bill Pmt -Check	6298	07/26/2024	258.00
AT&T	Bill Pmt -Check	6299	07/26/2024	445.51
AT&T Business	Bill Pmt -Check	6300	07/26/2024	1,633.34
AT&T Internet	Bill Pmt -Check	6301	07/26/2024	53.50
AT&T Mobility	Bill Pmt -Check	6302	07/26/2024	345.76
Brevard County Parks & Recreation	Bill Pmt -Check	6303	07/26/2024	5,000.00
City of Cocoa	Bill Pmt -Check	6304	07/26/2024	283.66
City Of Titusville	Bill Pmt -Check	6305	07/26/2024	334.45
Dynafire	Bill Pmt -Check	6306	07/26/2024	1,212.24
Florida Coast Equipment	Bill Pmt -Check	6307	07/26/2024	1,415.62
FPL	Bill Pmt -Check	6308	07/26/2024	4,027.46
FPL	Bill Pmt -Check	6309	07/26/2024	1,008.26



## July 2024 Check Register

FPL	Bill Pmt -Check	6310	07/26/2024	766.59
FPL	Bill Pmt -Check	6311	07/26/2024	1,987.99
Media 1 Signs Inc.	Bill Pmt -Check	6312	07/26/2024	4,488.00
Nix Pest Management	Bill Pmt -Check	6313	07/26/2024	85.00
Quadrex Aviation, LLC	Bill Pmt -Check	6314	07/26/2024	7,648.00
T's Handyman Service	Bill Pmt -Check	6315	07/26/2024	225.00
Watkins Oil	Bill Pmt -Check	6316	07/26/2024	1,732.63
Whitebird Attorneys at Law	Bill Pmt -Check	6317	07/26/2024	16,729.39
Parks CDJR of Titusville - Reissue	Bill Pmt -Check	6318	07/26/2024	120.94
VOID: Parks CDJR of Titusville	Bill Pmt -Check	6189	07/18/2024	-120.94
VOID:Patrick Casa	Bill Pmt -Check	6235	07/23/2024	-25.00
VOID: Roald Walker	Bill Pmt -Check	6321	07/26/2024	0.00
Seyed Ali Sadr	Bill Pmt -Check	6319	07/26/2024	200.00
Patrick Casa - Reissue	Bill Pmt -Check	6320	07/26/2024	25.00
Ronald Walker	Bill Pmt -Check	6322	07/26/2024	450.00
TCAA Petty Cash	Bill Pmt -Check	6323	07/29/2024	473.48
				<b><u>86,058.58</u></b>



## PRELIMINARY FINANCIAL STATEMENTS

**Titusville-Cocoa Airport Authority, Florida**  
**PRELIMINARY FINANCIAL STATEMENTS**  
**7/31/2024**

**Titusville-Cocoa Airport Authority**  
**Statements of Net Position**

	7/31/2024	9/30/2023
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,540,648	\$ 1,609,698
Restricted cash and cash equivalents	262,127	255,953
Accounts receivable	1,241,892	235,500
Reserve for Bad Debt	(870,920)	(49,110)
Leases receivable	215,670	215,670
Due from other governments	334,950	1,086,928
Prepaid expenses	129,934	32,961
Total current assets	2,854,301	3,387,600
<b>Noncurrent capital assets</b>		
Land	13,621,899	13,621,899
Buildings and improvements	34,053,918	34,044,942
Runways and lighting	45,607,116	45,082,353
Furniture, fixtures, and equipment	624,838	1,145,424
Vehicles	1,261,417	1,261,417
Construction in process	6,865,703	4,099,464
Accumulated depreciation	(35,021,563)	(32,897,912)
Lease receivables	19,484,059	19,484,059
Total noncurrent capital assets	86,497,385	85,841,646
<b>Total assets</b>	\$ 89,351,687	\$ 89,229,246
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred outflow related to pensions	\$ 340,348	\$ 340,348
Deferred outflow related to other post-employment benefits	14,044	14,044
<b>Total deferred outflows of resources</b>	\$ 354,392	\$ 354,392

**Titusville-Cocoa Airport Authority**  
**Statements of Net Position**

	7/31/2024	9/30/2023
<b>LIABILITIES</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 130,880	\$ 668,439
Retainage payable	112,167	99,139
Accrued expenses and other liabilities	55,522	215,281
Truist - Line of Credit	-	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	262,921	255,953
Unearned revenue	1,216,139	982,474
Compensated absences	92,298	77,767
Total current liabilities	2,109,928	2,848,147
<b>Noncurrent liabilities</b>		
Note payable - USATS Bldg 1	240,000	480,000
Net pension liabilities	1,367,849	1,367,849
Other post-employment benefits liability	28,925	28,925
Total noncurrent liabilities	1,636,774	1,876,774
<b>Total liabilities</b>	\$ 3,746,702	\$ 4,724,921
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred inflows related to pensions	147,095	147,095
Deferred inflows of leases	\$ 18,279,256	\$ 18,279,256
<b>Total deferred inflows of resources</b>	\$ 18,426,351	\$ 18,426,351
<b>NET POSITION</b>		
Net investment in capital assets	\$ 66,309,047	\$ 65,198,510
Restricted for airport improvements	995,081	995,081
Unrestricted	228,899	238,775
<b>Total net position</b>	\$ 67,533,027	\$ 66,432,366

**Titusville-Cocoa Airport Authority**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**For the Ten Months Ending July 31, 2024**

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
<b>Operating revenues</b>						
T-hangars	\$ 176,708	\$ 632,648	\$ 336,276	\$ -	\$ -	\$ 1,145,632
Fixed base operations	68,540	166,881	119,678	-	-	355,098
Building, land, and other leases	91,257	261,720	1,660,421	571,838	-	2,585,236
Miscellaneous revenue	25,425	3,037	97,070	5,972	5,215	136,719
<b>Total Operating Revenue</b>	<b>361,930</b>	<b>1,064,285</b>	<b>2,213,445</b>	<b>577,810</b>	<b>5,215</b>	<b>4,222,685</b>
<b>Operating expenses</b>						
Operating and maintenance expenses						
Wages and personnel expenses	113,513	228,076	531,382	107,485	302,127	1,282,583
Professional services	1,388	30,535	1,389	-	118,884	152,196
Communications and utilities	16,100	49,117	77,634	43	27,709	170,603
Insurance	67,126	144,449	242,103	23,289	6,416	483,383
Marketing & website	-	115	92	12,750	16,849	29,806
Repairs and maintenance	51,123	70,675	139,291	3,894	7,206	272,189
Materials and supplies	9,274	8,585	24,668	8,804	20,421	71,752
Bad debt expense	-	(3,116)	870,920	-	-	867,804
Total operating and maintenance expenses	258,524	528,436	1,887,479	156,266	499,612	3,330,316
Non-cash operating expenses						
Depreciation	166,755	595,847	1,332,498	37,696	-	2,132,796
<b>Total operating expenses</b>	<b>425,279</b>	<b>1,124,283</b>	<b>3,219,977</b>	<b>193,962</b>	<b>499,612</b>	<b>5,463,113</b>
<b>Operating gain (loss)</b>	<b>(63,349)</b>	<b>(59,998)</b>	<b>(1,006,532)</b>	<b>383,848</b>	<b>(494,397)</b>	<b>(1,240,428)</b>
<b>Non-operating revenues (expenses)</b>						
Interest income					2,788	2,788
Interest expense					(10,313)	(10,313)
Fraudulent expense					-	-
Total non-operating revenues (expenses)	-	-	-	-	(7,525)	(7,525)
Gain (Loss) before contributions	(63,349)	(59,998)	(1,006,532)	383,848	(501,922)	(1,247,953)
Capital contributions	457,926	828,234	1,062,454	-	-	2,348,614
<b>Change in net position</b>	<b>\$ 394,577</b>	<b>\$ 768,236</b>	<b>\$ 55,922</b>	<b>\$ 383,848</b>	<b>\$ (501,922)</b>	<b>1,100,661</b>
Net position, beginning of year						66,432,366
<b>Net position, June 30, 2024</b>						<b>\$ 67,533,027</b>



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORT  
AUTHORITY ATTORNEY**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORTS**  
**AUTHORITY MEMBERS**





**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

## **PUBLIC COMMENT**



**FLY SPACE COAST**

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**ADJOURN**