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

AGENDA

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Approval of Agenda

E. Approval of Minutes

   a. August 20, 2026 – Regular Board Meeting Minutes

F. Public Comment

G. Action Item(s)

Grants

a. Approval: Resolution No. 00-26-12. Ratifying Board Action taken on September 17, 2026, regarding FAA Grant Agreement (3-12-0080-043-2026) in the amount of $13,296,923 and associated resolution for the Taxiway A Rehabilitation project (Construction) at Space Coast Regional Airport.

b. **Approval:** Florida Job Growth Infrastructure Grant Agreement #G0134 Amendment 1 (Period of Performance Extension) and associated Resolution No. 00-26-13 for the design and construction roadway extension of Challenger Avenue providing direct access from Space Coast Innovation Park's 3-phase development to Space Coast Regional Airport.

c. **Approval:** Florida Department of Transportation Public Transportation Grant Agreement (458847-1-94-01) in the amount of $12,425 and associated Resolution No. 00-26-14 for the Taxiway A Rehabilitation project (Design) at Merritt Island Airport.

Construction Contract

d. **Approval:** Award of Construction Contract to Halifax Paving in the amount of $12,672,213.05 for the Taxiway A Rehab project (Construction) at Space Coast Regional Airport.

Leases

e. **Approval:** Temporary Space Use Agreement with Blue Origin Manufacturing, LLC for the use of improvements at Space Coast Regional Airport.

Equipment Purchase

f. Approval: Purchase of (3) 2026 Kubota Mowers (F3710) from Florida Coast Equipment, Incorporated in the amount not to exceed $90,962.55

g. Approval: Purchase of (4) Runway Closure Markers from Sherwin Industries, Incorporated in the amount not to exceed $143,533.

H. Staff Report(s)

a. Director of Airports Monthly Report

b. Deputy Director of Airports Monthly Report

i. Capital Improvement Projects Update
ii. Check Registers - August 2026
iii. Financial Statements - July 2026

c. Report: Authority Attorney

d. Reports: Authority Members

e. Adjourn

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

APPROVAL OF MINUTES

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Authority was held on August 20, 2026, at 5 p.m., at the Titusville - Cocoa Airport Authority Office, 1 Bristow Way, Titusville, Florida. The following members were present: Mr. John Craig, Chairman; Mr. Michael Gindling, Secretary; Mr. Ty Moore, Treasurer; Mr. John Hopengarten; Mr. Bryant Garrett; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. Brad Whitmore, Vice Chairman attended via phone. Mr. Mark Grainger was absent.

Call to Order

Mr. Craig 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. Craig called for any changes or additions to the agenda. Mr. Daugherty stated the addition of Presentations.

Mr. Craig called for approval of the agenda as presented. Mr. Moore made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

Approval of Meeting Minutes:

1. **June 18, 2026 – Regular Meeting**

   Mr. Craig called for a motion to approve June 18, 2026; meeting minutes as presented. Mr. Moore made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

Public Comment

Mr. Craig called for any comments or questions from the public.

Mr. Ott Thiele questioned the price variance in T-hangars located at the Arthur Dunn Airpark.

Mr. Danilo D'Innocenti questioned the use of appraisal rates versus the CPI rates for T-hangars located at the Arthur Dunn Airpark.

Mr. Jason Yocom stated his disagreement with the most recent appraisals for T-hangars.

Presentations

Mr. Craig introduced Board members, Mr. Bryant Garrett, Mr. John Hopengarten, Mr. Ty Moore, and Mr. Michael Gindling whom each gave a brief overview of their background.

Correspondence to Note

Mr. Daugherty shared the Letter of Appreciation received from the EAA Chapter 724 at the Merritt Island Airport regarding the recent tour given to the Aviation Technical Campers.

Action Items

1. **Acquisitions**

   a. **Approval of Lease Termination and Property Transfer Agreement with Associated Documents for the acquisition of the River Fly In LLC Box Hangars at Merritt Island Airport.**

   Mr. Daugherty discussed the Lease Termination and Property Transfer Agreement with associated documents for the acquisition of the River Fly In LLC box hangars at Merritt Island Airport and recommended approval from the Board.

   Mr. Craig called for a motion to approve as presented. Mr. Moore made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

2. **Lease Agreements**

   a. **Approval of Lease Agreement with US Aviation Training Solutions, Inc. for continued use of improvements (355 Golden Knights Boulevard) at Space Coast Regional Airport.**

   Mr. Daugherty gave details regarding the lease agreement with US Aviation Training Solutions, Inc. for continued use of improvements (355 Golden Knights Boulevard) at Space Coast Regional Airport and recommended approval from the Board.

Mr. Craig called for a motion to approve as presented. Mr. Moore made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

b. Approval of License Agreement with Space Coast Innovation Park, LLC for continued use of improvements (1 Bristow Way) at Space Coast Regional Airport.

Mr. Daugherty gave details regarding the License Agreement with Space Coast Innovation Park, LLC, for continued use of improvements (1 Bristow Way) at Space Coast Regional Airport and recommended approval from the Board.

Mr. Craig called for a motion to approve as presented. Mr. Garrett made a motion to approve. Mr. Moore seconded the motion. Motion passed.

c. Approval of License Agreement with Evolution Airways, LLC for use of improvements (1 Bristow Way) at Space Coast Regional Airport.

Mr. Daugherty gave details regarding the License Agreement with Evolution Airways, LLC, regarding the use of improvements (1 Bristow Way) at Space Coast Regional Airport and recommended approval from the Board.

Mr. Craig called for a motion to approve as presented. Mr. Garrett made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

d. Approval of Memorandum of Understanding with Arcade Aviation for unimproved property at Space Coast Regional Airport.

Mr. Daugherty discussed details regarding the Memorandum of Understanding with Arcade Aviation for unimproved property at Space Coast Regional Airport and recommended approval from the Board.

Mr. Craig called for a motion to approve as presented. Mr. Gindling made a motion to approve. Mr. Moore seconded the motion. Motion passed.

3. **Equipment Purchase**

   a. **Approval of Purchase of 2026 Kubota Tractor (M5-111HDC-1) from Florida Coast Equipment, Incorporated in the amount not to exceed $79,268.48.**

   Ms. Kinard gave details regarding the purchase of 2026 Kubota Tractor (M5-111HDC-1) from Florida Coast Equipment, Incorporated and recommended approval from the Board.

   Mr. Craig called for a motion to approve as presented. Mr. Moore made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

4. **Annual Performance Evaluation**

   a. **Director of Airports**

   Mr. Craig presented the opportunity for each Board member to state their performance evaluation of Mr. Daugherty.

   Mr. Gindling and Mr. Moore both gave a positive review of Mr. Daugherty's past performance. Mr. Hopengarten and Mr. Garrett respectfully declined due to their recent seat on the Board.

   Mr. Whitmore spoke via phone, relaying the recent, positive review given by the Mayor of Titusville, Mr. Andrew Connors.

   Mr. Craig suggested that going forward, Mr. Daugherty compile a proactive file for the Board to review with details of upcoming issues to be addressed. Mr. Craig also discussed numerous ways for the public to be informed of recent and upcoming growth in northern Brevard County with the Space Coast Regional Airport being a major participant.

   Mr. Craig called for a motion to approve a 10% bonus, based on current salary for Mr. Daugherty and a 5% raise on current salary. Mr. Gindling made a motion to approve the salary increase as presented. Mr. Moore seconded the motion. Motion passed.

Staff Reports

1. **Director of Airports Monthly Report**

Mr. Daugherty gave details regarding Project Horseshoe, which is currently being evaluated as a potential candidate for the Space Coast Innovation Park development.

Mr. Daugherty discussed the upcoming groundbreaking ceremony with Space Coast Innovation Park for Phase 1 and the Challenger Avenue Extension project which will be held September 16th at the Warbird Museum.

Mr. Daugherty discussed meeting with Space Florida to discuss the Florida Spaceport System Plan and the future role of Exploration Spaceport within the state eco-system.

Mr. Daugherty provided details regarding the AAAE General Aviation Conference that was recently held in Chicago and in which he was invited to join the panel for discussion.

2. Deputy Director of Airports Monthly Report

a. Capital Improvement Projects Update

Ms. Kinard discussed the Challenger Avenue Extension Phase 1 construction project with the relocation of the gopher tortoises being completed. A pre-construction meeting was held on July 22, and the permits were obtained on July 31.

Ms. Kinard gave details regarding the Space Coast Innovation Park Site Development Phase 1 with the pre-construction meeting on July 22. The silt fencing and clearing are underway.

Ms. Kinard stated Runway 18/36 Rehabilitation at Space Coast Regional Airport is nearing completion.

Ms. Kinard gave details regarding the progression of the Air Traffic Control Tower such as painting, and the installation of doors and AT&T equipment.

Ms. Kinard stated the Taxiway A Rehabilitation Design Project at the Space Coast Regional Airport recently received the permit from the St. Johns River Water Management District.

Ms. Kinard stated the Taxiway A Extension project is currently under FAA review for the Documented Categorical Exclusion.

Ms. Kinard stated the Fuel Farm Design at Space Coast Regional Airport is 90% complete for the design. Full completion is expected by the end of this month.

Ms. Kinard gave details regarding the Runway 11/29 at Merritt Island Airport with construction ready to begin soon. The runway is expected to be closed September 14 through September 22.

b. Check Registers – June 2026 and July 2026

Ms. Kinard called for any questions from the Board regarding the June 2026 and July 2026 check registers. There were none.

c. Preliminary Financial Statements – June 2026

Ms. Kinard presented the June 2026 preliminary financial statements and called for any questions from the Board. There were none.

3. Authority Attorney Report

Mr. Bird gave details regarding the Islands International and eviction at Merritt Island Airport.

Mr. Bird discussed the request from Space Perspective to extend their allotted time to remove their belongings from airport property.

4. Authority Members Report

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

Adjournment

Mr. Craig adjourned the meeting at 7:13 p.m.

JOHN CRAIG, CHAIRMAN_____

BRAD WHITMORE, VICE CHAIRMAN _____

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

PUBLIC COMMENT

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

ACTION ITEMS

Approval: Resolution No. 00-26-12. Ratifying Board Action taken on September 17, 2026, regarding FAA Grant Agreement (3-12-0080-043-2026) in the amount of $13,296,923 and associated resolution for the Taxiway A Rehabilitation project (Construction) 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

September 14, 2026

Kevin Daugherty
Director of Airports
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0080-043-2026 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 **September 17, 2026**.
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 four (4) years 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 31st 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.

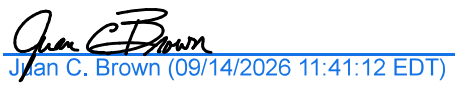
Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for 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 (09/14/2026 11:41:12 EDT)

Juan C. Brown
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: September 14, 2026

Airport/Planning Area: Space Coast Regional Airport

Airport Grant Number: 3-12-0080-043-2026

Unique Entity Identifier: NML8EAJ995H1

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 5, 2026, 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:

Rehabilitate Taxiway A (6,500 feet), Final Phase – Construction; Rehabilitate Taxiway A Lighting, Final Phase - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (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(s): 20.116**.**

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 $13,296,923.

   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 USC § 47108(b):
   $0 for planning
   $13,296,923 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

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 USC § 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.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. 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. 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(s) unless this offer has been accepted by the sponsor on or before September 17, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. 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. Upon request, the sponsor must furnish to the Secretary 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.

    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 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 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, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can 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 USC § 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 America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), 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:

        i. 15 percent; or

        ii. 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 49 USC § 47109, or IIJA (P.L. 17-58), 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 $1,000,000 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:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. 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:

i. 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.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. 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.*

i. 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 sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient 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 requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant 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 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 January 15, 2025, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

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 [P.L. 115-232 § 889] 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 its 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 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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. 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, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. 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.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

    i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of $500,000. The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv Qualifications of engineering supervision and construction inspection personnel;

v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not

commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

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.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (09/14/2026 11:41:12 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] 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.[2]

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)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 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; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

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 Title 49, USC, subtitle VII, 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

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

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

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.[1]

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.[1]

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).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

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.[1, 2]

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.[1]

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.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 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.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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 49 USC § 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.

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 USC § 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 USC §§ 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 USC § 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 pilots 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 ensure 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 USC § 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.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

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. The airport owner or operator will maintain a current 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.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 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 (42 USC §§ 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, all businesses 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 , 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, 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 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    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 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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 USC, 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 an Airport Improvement Program 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/aip_pfc_checklist) for AIP projects as of June 05, 2026.

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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or 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 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 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 USC § 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.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION (EMERGENCY) NO. 00-26-12

A RESOLUTION (EMERGENCY) APPROVING FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT GRANT PROJECT NO. 3-12-0080-043-2026 REHABILITATE TAXIWAY A FINAL PHASE – CONSTRUCTION AT SPACE COAST REGIONAL AIRPORT.

WHEREAS, on September 17, 2026, the Titusville–Cocoa Airport Authority (the "Authority") adopted Resolution (Emergency) No. 00-26-12 which approved FAA Grant No. 3-12-0080-043-2026, for Rehabilitate Taxiway A, Final Phase – Construction; Rehabilitate Taxiway A Lighting, Final Phase – Construction at Space Coast Regional Airport.

WHEREAS, the Director of Airports of the Authority was informed by FAA that failure to validly approve FAA Grant Project No. 3-12-0080-043-2026 via Resolution on or before September 17, 2026, would place the receipt of the U.S. Department of Transportation Federal Aviation Administration Grant Project No. 3-12-0080-043-2026 (the "Grant") by the Authority in jeopardy, including without limitation the permanent loss of some or all of the funds related thereto.

WHEREAS, since there is insufficient time to obtain a vote of the Authority's Board of Directors at a regular Authority Board meeting, the Director of Airports of Authority has determined that pursuant to the "Emergency Actions" provision of Section 102.00 of the Authority's Policy Manual the loss likely to be incurred by the Authority if this Resolution is not passed and provided to FAA by September 17, 2026 represents an immediate danger to the welfare of the public since, without limitation: (a) any funds no longer available from the FAA through the Grant would have to be paid by the Authority and, therefore, would represent the unexpected expenditure of public funds by the Authority, thereby negatively affecting its budget and finances, and (b) the Authority may not have the financial ability to meet its project obligations but for the receipt of all available funds to be paid through the Grant. As a result of the foregoing, this Resolution is necessary to protect the public interest.

WHEREAS, the Authority will subsequently ratify this Resolution at its next scheduled Board meeting currently set for September 24, 2026.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville-Cocoa Airport Authority) approves the above-referenced FAA Grant No. 3-12-0080-043-2026 and authorizes its Director of Airports, Kevin Daugherty, to sign the required documents.

This Resolution dated and adopted this 24th day of September 2026.

ATTEST:

_____
John Craig
Chairman

TITUSVILLE-COCOA AIRPORT DISTRICT

_____
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 Items

Approval: Florida Job Growth Infrastructure Grant Agreement #G0134 Amendment 1 (Period of Performance Extension) and associated Resolution No. 00-26-13 for the design and construction roadway extension of Challenger Avenue providing direct access from Space Coast Innovation Park's 3-phase development to Space Coast Regional Airport.

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AMENDMENT ONE TO GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF COMMERCE AND TITUSVILLE-COCOA AIRPORT AUTHORITY

This Amendment is made and entered into by and between the State of Florida, Department of Commerce ("Commerce") and **Titusville-Cocoa Airport Authority** ("Grantee"). Commerce and the Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, on **December 6, 2024**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0134** (the "Agreement") wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. The fifth WHEREAS clause of the Agreement is hereby amended to add the following:

   Exhibit G: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

2. The Agreement is hereby amended to add the following:

   38. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

   If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

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If applicable, prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

39. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

40. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and/ or PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Exhibit G) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346,

3. Subsection (a)(4), Commencement and Timeline, of Section 2, Grantee's Responsibilities, of Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with the following:

   4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by December 30, 2027, (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

4. Section 4, Deliverables, of Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with the following:

   4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Engineering		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall provide a copy of the final design plans, specifications, and bid documents, in accordance with	Grantee may be allowed reimbursement upon 30%, 60%, and 100% completion of the deliverable as	Failure to complete the minimum level of service on or before December 30,

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Sections 2.a. and 2.b. of this Scope of Work.	evidenced by submission of the following: *30%- Copy of the 30% design plans *60%- Copy of the 60% design plans *100%-Copies of the 100% design plans Complete design and engineering plans in accordance with Sections 2.a. and 2.b. of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans as well as a copy of the permits.	2026, will result in non-payment of this deliverable.
		DELIVERABLE NOT TO EXCEED: **$460,000.00**
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the construction activities as described in Sections 2.b. and 2.d. of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with Sections 2.b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to meet the minimum level of service by December 31, 2027, will result in non-payment of this deliverable.
		DELIVERABLE NOT TO EXCEED: **$5,374,944.00**
TOTAL AMOUNT NOT TO EXCEED $5,834,944.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **twenty percent (20%)** of each deliverable total funding amount. Changes that exceed **twenty percent (20%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse

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costs of more than the total amount of this agreement.

5. Exhibit B, Audit Requirements, is hereby deleted in its entirety and replaced with the attached Exhibit B, Audit Requirements.

6. Exhibit C, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the attached Exhibit C, Audit Compliance Certification.

7. The Agreement is hereby amended to add the attached Exhibit G - PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor.

8. All other terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **G0134** as amended. The Effective Date of this Amendment is on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF COMMERCE		**TITUSVILLE-COCOA AIRPORT AUTHORITY**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**Kevin Daugherty, AAE**
Title	**Secretary**	**Title**	**Director of Airports**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with

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section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@Commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

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b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes _____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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Exhibit G

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

RESOLUTION NO. 00-26-13

A RESOLUTION APPROVING FLORIDA DEPARTMENT OF COMMERCE GRANT AGREEMENT NO. G0134 AMENDMENT 1 FOR DESIGN AND CONSTRUCTION THE CHALLENGER AVENUE EXTENSION AT THE SPACE COAST REGIONAL AIRPORT.

WHEREAS, on September 24, 2026, the Titusville – Cocoa Airport Authority in the regular session adopted Resolution No. 00-26-13, which approved Florida Job Growth Infrastructure Grant Agreement, Contract No. G0134, Amendment 1 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 Florida Job Growth Infrastructure Grant and authorizes its Director of Airports, Kevin Daugherty, to execute the required documents.

This Resolution dated and adopted this 24th day of September 2026.

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 Items

Approval: Florida Department of Transportation Public Transportation Grant Agreement (458847-1-94-01) in the amount of $12,425 and associated Resolution No. 00-26-14 for the Taxiway A Rehabilitation project (Design) at Merritt Island Airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 09/26

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
458847-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF591061002001
Contract Number:		Federal Award Date:	N/A		
ALN Number:	N/A	Agency UEI Number:			
ALN Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Titusville-Cocoa Airport District, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway A Design at Merritt Island Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **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**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   __ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $310,632. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $12,425 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

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

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

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

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

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

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Titusville-Cocoa Airport District

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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)): This project includes design for the rehabilitation of Taxiway A; taxiway connectors A1, A2, A3, A4, and A5; and the holding bay. Additionally, this project includes the design of an engine run-up area totaling 22,000 square feet of new airplane design group (ADG) I taxiway pavement, the demolition of 20,000 square feet of existing pavement, and construction of a blast fence.

B. Project Location (limits, city, county): Merritt Island Airport/Merritt Island, FL/Brevard
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation/Reconstruction Design: 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, plans preparation and bid documents for the taxiway construction project. This includes advertisement/solicitation of Notice of Bid Opportunity, attendance and documentation of a pre-bid conference, preparing responses to bidders questions and issuing addenda, conducting bid opening, bid reviews, and awarding of bid. 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.



N

GRAPHIC SCALE (FT)

LEGEND

- FULL-DEPTH REMOVAL
- MILL AND OVERLAY
- PROPOSED NEW PAVEMENT

EXHIBIT - NOT USED FOR CONSTRUCTION

FLY SPACE COAST

AVCON

AVCON, INC.

PROFESSIONAL SEAL

EXHIBIT

MERRITT ISLAND AIRPORT, FLORIDA

SCOPE OF WORK EXHIBIT

SCALE (US SVY FT): GRAPHIC

REVISED BY:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	JWB
DRAWN BY:	JWB
CHECKED BY:	UO
APPROVED BY:	RKH
DATE:	JUNE 2026
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-0000X-XXX-XXXX
AVCON PROJECT NO.	2026.048.06
CADD:	COI_TAXIWAYASCOPE

DRAWING

EXH-2

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
458847-1-94-01	DDR	088719	2027	740100	N/A	N/A	$12,425.00
458847-1-94-01	FAA	088719	2027	740100	N/A	N/A	$295,100.00
458847-1-94-01	LF	088719	2027	740100	N/A	N/A	$3,107.00
	Total Financial Assistance						$310,632.00

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	$12,425.00	$3,107.00	$295,100.00	$310,632.00	4.00	1.00	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$12,425.00	$3,107.00	$295,100.00	$310,632.00			

*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)	
Common Name/UZA Name (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.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall 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 and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency 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.

2) The Agency 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.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency 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 Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

RESOLUTION NO. 00-26-14

A RESOLUTION APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT NO. 458847-1-94-01 FOR TAXIWAY 1 DESIGN AT MERRITT ISLAND AIRPORT.

WHEREAS, on September 24, 2026, the Titusville – Cocoa Airport Authority in the regular session adopted Resolution No. 00-26-14, which approved Florida Department of Transportation Grant Agreement No. 458847-1-94-01 for Taxiway A Design at the 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 FAA Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to execute the required documents.

This Resolution dated and adopted this 24th day of September 2026.

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 Items

Approval: Award of Construction Contract to Halifax Paving in the amount of $12,672,213.05 for the Taxiway A Rehab project (Construction) at Space Coast Regional Airport

AVCON, INC.
Engineers & Planners

955 Croton Road
Melbourne, FL 32935
Phone: (321) 428-3777
www.avconinc.com

June 5, 2026

Kevin Daugherty, AAE
Director of Airports
Titusville-Cocoa Airport Authority
1 Bristow Way
Titusville, Florida 32870

Reference: Recommendation of Award
Taxiway A Rehabilitation
Space Coast Regional Airport

Mr. Daugherty:

On June 2, 2026 at 2:00PM, the Authority received bids on the above-referenced project. A total of two (2) bids were received as follows:

No.	Bidder	Total Bid
1	Halifax Paving, Inc.	**$12,672,213.05**
2	Dickerson Infrastructure, Inc.	**$13,164,969.50**

A detailed Bid Tabulation is attached.

The apparent low bidder is **Halifax Paving, Inc.** whose Total Bid is **$12,672,213.05**. Halifax Paving, Inc. submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 and 2, and a list of three (3) projects completed in the last five years. Halifax Paving, Inc. bid appears to be complete and responsive.

The second low bid was from **Dickerson Infrastructure, Inc**, whose Total Bid is **$13,164,969.50**. Dickerson Infrastructure, Inc submitted most of the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 and 2, and a list of five (3) projects completed in the last five years Dickerson Infrastructure, Inc. bid appears to be complete and responsive.

Notwithstanding the Authority's Legal Counsel review, **AVCON** recommends award of the contract to **Halifax Paving, Inc.** for the Total Bid amount of **Twelve Million, Six Hundred Seventy-Two Thousand, Two Hundred Thirteen Dollars and 5/100 ($12,672,213.05),** subject to the availability of funding.

To address the variance between the Engineer's Estimate and the bids received, we offer the following observations.

While the bids are significantly lower than the Engineer's Estimate, the two responsive bids are within approximately 4% of each other. The close alignment between the bids provides confidence that the pricing is representative of current market conditions and is not the result of an isolated estimating error or other anomaly.

We also performed a detailed review of the bid schedules to identify any irregularities that could have artificially lowered the total bid amounts. Our review found no unusually high or low unit prices, omitted costs, or individual bid items that were materially out of line with industry expectations. Rather, the pricing was consistently lower across most bid items, indicating that the lower overall bid totals are the result of broad-based contractor pricing rather than a discrepancy associated with any specific portion of the work.

In addition, we have observed a broader trend during the current bidding season in which several projects have been bid below anticipated construction costs. Increased contractor competition, available workload capacity, and favorable market conditions may be contributing factors.
When preparing the Engineer's Estimate, consideration was given to potential cost escalation risks associated with fuel prices, material costs, and overall market uncertainty over the anticipated construction period. Based on the bids received, these factors appear to have had less impact on contractor pricing than originally anticipated.

Based on our review of the bids and current market conditions, we believe the bids received are reasonable and provide a fair representation of the anticipated cost to complete the project.

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.



Rob Hambrecht, P.E.
Vice President

c: Christy Kinard,

Attachment: Bid Tabulation

FLY SPACE COAST
SPACE COAST REGIONAL AIRPORT (TIX)

SPACE COAST REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID TABULATION

BID SCHEDULE 1

					ENGINEER'S ESTIMATE		Halifax Paving, Inc		Dickerson Infrastructure, Inc	
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	LS	1	$550,000.00	$550,000.00	$340,000.00	$340,000.00	$350,000.00	$350,000.00
2	C-105-2	FIELD OFFICE & FIELD OFFICE EQUIPMENT	LS	1	$50,000.00	$50,000.00	$80,000.00	$80,000.00	$5,000.00	$5,000.00
3	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$120,000.00	$120,000.00	$41,615.00	$41,615.00	$20,000.00	$20,000.00
4	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$70,000.00	$70,000.00	$20,000.00	$20,000.00	$50,000.00	$50,000.00
5	C-102-2	DEWATERING	LS	1	$120,000.00	$120,000.00	$27,000.00	$27,000.00	$15,000.00	$15,000.00
6	C-104-1	CONSTRUCTION SURVEY	LS	1	$72,000.00	$72,000.00	$75,000.00	$75,000.00	$20,000.00	$20,000.00
7	C-106-1	SAFETY, SECURITY AND MAINTENANCE OF AIRPORT OPERATIONS	LS	1	$120,000.00	$120,000.00	$25,000.00	$25,000.00	$135,000.00	$135,000.00
8	C-106-2	HAUL ROUTE CONSTRUCTION	LS	1	$150,000.00	$150,000.00	$100,000.00	$100,000.00	$45,000.00	$45,000.00
9	P-110-1	GOPHER TORTOISE SURVEY/PROTECTION	AL	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
10	P-110-2	GOPHER TORTOISE PERMIT	AL	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
11	P-110-3	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	AL	1	$85,000.00	$85,000.00	$85,000.00	$85,000.00	$85,000.00	$85,000.00
12	P-101-1	PAVEMENT DEMOLITION (3" MILLING)	SY	9,100	$5.00	$45,500.00	$3.50	$31,850.00	$5.00	$45,500.00
13	P-101-2	PAVEMENT DEMOLITION (3.5"-4.0" VARIABLE/PROFILE MILLING)	SY	750	$6.00	$4,500.00	$10.00	$7,500.00	$5.50	$4,125.00
14	P-101-3	OPEN CUT PAVEMENT DEMOLITON FOR DRAINAGE	SY	50	$35.00	$1,750.00	$50.00	$2,500.00	$40.00	$2,000.00
15	P-101-4	FULL DEPTH PAVEMENT DEMOLITION	SY	11,560	$16.00	$184,960.00	$5.00	$57,800.00	$9.00	$104,040.00
16	P-101-5	JOINT AND CRACKS SEALANT	LF	7,600	$7.00	$53,200.00	$7.00	$53,200.00	$8.00	$60,800.00
17	P-101-7	REMOVE 15" RCP	LF	80	$38.00	$3,040.00	$36.00	$2,880.00	$33.00	$2,640.00
18	P-101-8	REMOVE 18" RCP	LF	580	$42.00	$24,360.00	$38.25	$22,185.00	$28.00	$16,240.00
19	P-101-9	REMOVE 24" RCP	LF	324	$45.00	$14,580.00	$39.40	$12,765.60	$33.00	$10,692.00
20	P-101-13	REMOVE DRAINAGE STRUCTURES	EA	6	$1,200.00	$7,200.00	$796.05	$4,776.30	$2,000.00	$12,000.00
21	P-152-1	STRIPPING AND STOCKPILING (6" DEPTH)	SY	46,000	$3.50	$161,000.00	$3.00	$138,000.00	$1.00	$46,000.00
22	P-152-2	UNCLASSIFIED EXCAVATION	CY	4,470	$18.50	$82,695.00	$10.00	$44,700.00	$8.00	$35,760.00
23	P-152-3	OFFSITE BORROW EXCAVATION	CY	2,870	$25.00	$71,750.00	$25.00	$71,750.00	$20.00	$57,400.00
24	P-152-4	CLEAR AND GRUB	AC	2	$15,000.00	$30,000.00	$10,000.00	$20,000.00	$33,000.00	$66,000.00
25	P-152-5	ROCK CLEARING	CY	60	$450.00	$27,000.00	$200.00	$12,000.00	$55.00	$3,300.00
26	P-154-1	6" STABILIZED SUBBASE	SY	13,260	$9.00	$119,340.00	$6.50	$86,190.00	$8.00	$106,080.00
27	P-211-1	LIMEROCK BASE COURSE, 8" DEPTH	SY	12,700	$45.00	$571,500.00	$34.00	$431,800.00	$24.00	$304,800.00
28	P-401-1	ASPHALT SURFACE COURSE - TAXIWAY PAVEMENT	TON	5,450	$275.00	$1,498,750.00	$185.00	$1,008,250.00	$205.00	$1,117,250.00
29	P-403-1	ASPHALT LEVELING COURSE - TAXIWAY PAVEMENT	TON	600	$300.00	$180,000.00	$200.00	$120,000.00	$248.00	$148,800.00
30	P-620-1	PAVEMENT MARKING, PERMANENT, TYPE III BEADS	SF	7,360	$3.50	$25,760.00	$1.95	$14,352.00	$3.50	$25,760.00
31	P-620-2	PAVEMENT MARKING, PERMANENT, NO BEADS	SF	7,400	$2.50	$18,500.00	$0.90	$6,660.00	$2.40	$17,760.00
32	P-620-3	PAVEMENT MARKING, TEMPORARY, NO BEADS	SF	7,360	$2.50	$18,400.00	$1.25	$9,200.00	$3.00	$22,080.00
33	P-620-4	SURFACE PREPARATION	SF	25,120	$2.00	$50,240.00	$0.875	$21,980.00	$1.50	$37,680.00
34	P-620-5	PAVEMENT MARKING REMOVAL	SF	5,600	$7.00	$39,200.00	$2.95	$16,520.00	$4.30	$24,080.00
35	P-620-6	SURFACE PAINTED HOLD POSITION MARKINGS	EA	8	$4,000.00	$32,000.00	$1,125.00	$9,000.00	$2,200.00	$17,600.00
36	T-904-1	SODDING	SY	51,000	$6.00	$306,000.00	$3.50	$178,500.00	$3.25	$165,750.00
37	D-701-2	CONSTRUCT 15" RCP, CLASS III	LF	80	$140.00	$11,200.00	$91.45	$7,316.00	$140.00	$11,200.00
38	D-701-3	CONSTRUCT 18" RCP, CLASS III	LF	850	$180.00	$153,000.00	$86.25	$73,312.50	$140.00	$119,000.00
39	D-701-4	CONSTRUCT 24" RCP, CLASS III	LF	324	$230.00	$74,520.00	$110.85	$35,915.40	$170.00	$55,080.00
40	D-751-1	CONSTRUCT FDOT TYPE C INLET	EA	5	$6,500.00	$32,500.00	$5,811.00	$29,055.00	$7,700.00	$38,500.00
41	D-751-2	CONSTRUCT FDOT TYPE D INLET	EA	3	$8,750.00	$26,250.00	$7,835.00	$23,505.00	$8,300.00	$24,900.00
42	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$17,500.00	$17,500.00
43	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$25,000.00	$25,000.00	$40,000.00	$40,000.00	$65,000.00	$65,000.00
44	L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	28,000	$3.50	$98,000.00	$2.20	$61,600.00	$3.00	$84,000.00
45	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	13,000	$5.00	$65,000.00	$3.00	$39,000.00	$4.35	$56,550.00
46	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	380	$150.00	$57,000.00	$200.00	$76,000.00	$77.00	$29,260.00
47	L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: VENDOR	AL	1	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
48	L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: CONTRACTOR	LS	1	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$13,000.00	$13,000.00
49	L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	LS	1	$20,000.00	$20,000.00	$4,000.00	$4,000.00	$5,500.00	$5,500.00
50	L-109-4	4 KW L-829 CONSTANT CURRENT REGULATOR - 1 STEP - 208V	EA	1	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$16,500.00	$16,500.00
51	L-109-5	30 KW L-829 CONSTANT CURRENT REGULATOR - 5 STEP - 208V	EA	1	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$32,000.00	$32,000.00
52	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	10,000	$12.00	$120,000.00	$8.00	$80,000.00	$7.00	$70,000.00
53	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	$30.00	$6,000.00	$20.00	$4,000.00	$40.00	$8,000.00
54	L-110-3	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	100	$20.00	$2,000.00	$12.00	$1,200.00	$50.00	$5,000.00
55	L-110-5	2 WAY 2" SCHEDULE 80 DIRECTIONAL BORED DUCT	LF	80	$35.00	$2,800.00	$35.00	$2,800.00	$110.00	$8,800.00
56	L-110-6	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	2,600	$40.00	$104,000.00	$20.00	$52,000.00	$30.00	$78,000.00
57	L-110-7	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	150	$80.00	$12,000.00	$30.00	$4,500.00	$110.00	$16,500.00
58	L-110-8	4 WAY 2" SCHEDULE 80 DIRECTIONAL BORED DUCT	LF	120	$70.00	$8,400.00	$45.00	$5,400.00	$130.00	$15,600.00
59	L-110-11	1 WAY 4" SPLIT DUCT	LF	20	$50.00	$1,000.00	$40.00	$800.00	$50.00	$1,000.00
60	SP-111-1	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ARC FLASH ANALYSIS	LS	1	$10,000.00	$10,000.00	$4,000.00	$4,000.00	$3,500.00	$3,500.00
61	L-115-1	JUNCTION CAN PLAZA - TWO L-867D CANS	EA	1	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$7,200.00	$7,200.00
62	L-115-2	JUNCTION CAN PLAZA - FOUR L-867D CANS	EA	7	$10,000.00	$70,000.00	$12,000.00	$84,000.00	$13,000.00	$91,000.00
63	L-125-2	L-850C RUNWAY EDGE LIGHT, QUARTZ - CLEAR/YELLOW (A)	EA	1	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00
64	L-125-3	L-852T(L) OMNIDIRECTIONAL, BLUE, LED IN-PAVEMENT, TAXIWAY EDGE LIGHT	EA	2	$3,500.00	$7,000.00	$5,000.00	$10,000.00	$3,700.00	$7,400.00
65	L-125-4	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	EA	2	$10,000.00	$20,000.00	$9,000.00	$18,000.00	$7,700.00	$15,400.00
66	L-125-5	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	EA	5	$11,000.00	$55,000.00	$11,000.00	$55,000.00	$8,600.00	$43,000.00
67	L-125-6	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	EA	8	$12,000.00	$96,000.00	$13,000.00	$104,000.00	$13,000.00	$104,000.00
68	L-125-7	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	89	$2,000.00	$178,000.00	$2,800.00	$249,200.00	$2,000.00	$178,000.00
69	L-125-8	L-862 RUNWAY EDGE LIGHT, QUARTZ - CLEAR/CLEAR (T)	EA	2	$2,500.00	$5,000.00	$4,000.00	$8,000.00	$2,700.00	$5,400.00
70	L-125-9	L-862 RUNWAY EDGE LIGHT, QUARTZ - CLEAR/YELLOW (T)	EA	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$2,700.00	$2,700.00
71	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	8	$1,000.00	$8,000.00	$1,000.00	$8,000.00	$1,200.00	$9,600.00
72	L-125-12	L-858(Y) INFORMATION SIGN – SINGLE FACE, UNLIGHTED, SIZE 2	EA	1	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$4,800.00	$4,800.00
					SUB-TOTAL BID SCHEDULE 1	**$6,368,895.00**		**$4,471,577.80**		**$4,526,027.00**

SPACE COAST REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID TABULATION
(cont.)

BID SCHEDULE 2

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE					
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	LS	1	$450,000.00	$450,000.00	$210,000.00	$210,000.00	$265,000.00	$265,000.00
2	C-105-2	FIELD OFFICE & FIELD OFFICE EQUIPMENT	LS	1	$50,000.00	$50,000.00	$10,000.00	$10,000.00	$3,300.00	$3,300.00
3	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$98,000.00	$98,000.00	$35,865.00	$35,865.00	$11,000.00	$11,000.00
4	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$58,000.00	$58,000.00	$15,000.00	$15,000.00	$28,000.00	$28,000.00
5	C-102-2	DEWATERING	LS	1	$98,000.00	$98,000.00	$30,000.00	$30,000.00	$9,000.00	$9,000.00
6	C-104-1	CONSTRUCTION SURVEY	LS	1	$58,000.00	$58,000.00	$25,000.00	$25,000.00	$11,000.00	$11,000.00
7	C-106-1	SAFETY, SECURITY AND MAINTENANCE OF AIRPORT OPERATIONS	LS	1	$96,000.00	$96,000.00	$11,250.00	$11,250.00	$65,000.00	$65,000.00
8	P-101-1	PAVEMENT DEMOLITION (3" MILLING)	SY	22,500	$5.00	$112,500.00	$3.50	$78,750.00	$5.00	$112,500.00
9	P-101-2	PAVEMENT DEMOLITION (3.5"-4.0" VARIABLE/PROFILE MILLING)	SY	750	$6.00	$4,500.00	$10.00	$7,500.00	$5.50	$4,125.00
10	P-101-3	OPEN CUT PAVEMENT DEMOLITON FOR DRAINAGE	SY	150	$35.00	$5,250.00	$50.00	$7,500.00	$42.00	$6,300.00
11	P-101-4	FULL DEPTH PAVEMENT DEMOLITION	SY	4,750	$16.00	$76,000.00	$10.00	$47,500.00	$9.00	$42,750.00
12	P-101-5	JOINT AND CRACKS SEALANT	LF	18,100	$7.00	$126,700.00	$7.00	$126,700.00	$8.00	$144,800.00
13	P-101-6	REMOVE 12" RCP	LF	112	$30.00	$3,360.00	$34.45	$3,858.40	$33.00	$3,696.00
14	P-101-7	REMOVE 15" RCP	LF	372	$38.00	$14,136.00	$31.80	$11,829.60	$28.00	$10,416.00
15	P-101-9	REMOVE 24" RCP	LF	172	$45.00	$7,740.00	$39.25	$6,751.00	$33.00	$5,676.00
16	P-101-10	REMOVE 30" RCP	LF	24	$52.50	$1,260.00	$95.75	$2,298.00	$48.00	$1,152.00
17	P-101-11	REMOVE 36" RCP	LF	24	$56.00	$1,344.00	$101.15	$2,427.60	$48.00	$1,152.00
18	P-101-12	REMOVE 60" RCP	LF	24	$100.00	$2,400.00	$110.00	$2,640.00	$82.00	$1,968.00
19	P-101-13	REMOVE DRAINAGE STRUCTURES	EA	7	$1,200.00	$8,400.00	$1,075.00	$7,525.00	$2,000.00	$14,000.00
20	P-152-1	STRIPPING AND STOCKPILING (6" DEPTH)	SY	26,750	$3.50	$93,625.00	$3.00	$80,250.00	$1.20	$32,100.00
21	P-152-2	UNCLASSIFIED EXCAVATION	CY	2,250	$18.50	$41,625.00	$25.00	$56,250.00	$8.00	$18,000.00
22	P-152-3	OFFSITE BORROW EXCAVATION	CY	100	$25.00	$2,500.00	$25.00	$2,500.00	$50.00	$5,000.00
23	P-154-1	6" STABILIZED SUBBASE	SY	1,950	$9.00	$17,550.00	$6.50	$12,675.00	$10.00	$19,500.00
24	P-211-1	LIMEROCK BASE COURSE, 8" DEPTH	SY	1,850	$45.00	$83,250.00	$34.00	$62,900.00	$25.00	$46,250.00
25	P-401-1	ASPHALT SURFACE COURSE - TAXIWAY PAVEMENT	TON	6,050	$275.00	$1,663,750.00	$185.00	$1,119,250.00	$205.00	$1,240,250.00
26	P-403-1	ASPHALT LEVELING COURSE - TAXIWAY PAVEMENT	TON	2,050	$300.00	$615,000.00	$185.00	$379,250.00	$243.00	$498,150.00
27	P-620-1	PAVEMENT MARKING, PERMANENT, TYPE III BEADS	SF	4,700	$3.50	$16,450.00	$1.95	$9,165.00	$3.50	$16,450.00
28	P-620-2	PAVEMENT MARKING, PERMANENT, NO BEADS	SF	8,200	$2.50	$20,500.00	$0.90	$7,380.00	$2.50	$20,500.00
29	P-620-3	PAVEMENT MARKING, TEMPORARY, NO BEADS	SF	4,770	$2.50	$11,925.00	$1.25	$5,962.50	$3.00	$14,310.00
30	P-620-4	SURFACE PREPARATION	SF	18,490	$2.00	$36,980.00	$0.88	$16,271.20	$1.50	$27,735.00
31	P-620-5	PAVEMENT MARKING REMOVAL	SF	2,950	$7.00	$20,650.00	$2.95	$8,702.50	$4.30	$12,685.00
32	P-620-6	SURFACE PAINTED HOLD POSITION MARKINGS	EA	2	$4,000.00	$8,000.00	$1,125.00	$2,250.00	$2,200.00	$4,400.00
33	T-904-1	SODDING	SY	30,850	$6.00	$185,100.00	$3.50	$107,975.00	$3.25	$100,262.50
34	D-701-1	CONSTRUCT 12" RCP, CLASS III	LF	104	$120.00	$12,480.00	$96.10	$9,994.40	$140.00	$14,560.00
35	D-701-2	CONSTRUCT 15" RCP, CLASS III	LF	424	$140.00	$59,360.00	$73.25	$31,058.00	$105.00	$44,520.00
36	D-701-5	CONSTRUCT 30" RCP, CLASS III	LF	40	$300.00	$12,000.00	$205.00	$8,200.00	$210.00	$8,400.00
37	D-701-6	CONSTRUCT 36" RCP, CLASS III	LF	56	$370.00	$20,720.00	$245.00	$13,720.00	$210.00	$11,760.00
38	D-701-7	CONSTRUCT 60" RCP, CLASS III	LF	56	$700.00	$39,200.00	$485.00	$27,160.00	$600.00	$33,600.00
39	D-751-1	CONSTRUCT FDOT TYPE C INLET	EA	3	$6,500.00	$19,500.00	$5,962.00	$17,886.00	$7,700.00	$23,100.00
40	D-751-3	CONSTRUCT 8'0" X 8'0" FDOT TYPE J ALTERNATIVE B DITCH BOTTOM INLET TYPE C	EA	1	$55,000.00	$55,000.00	$34,211.00	$34,211.00	$22,000.00	$22,000.00
41	D-751-4	CONSTRUCT AIRCRAFT RATED FDOT TYPE C INLET	EA	1	$10,000.00	$10,000.00	$51,646.25	$51,646.25	$45,000.00	$45,000.00
42	D-751-5	LOWER EXISTING DITCH BOTTOM INLET	EA	1	$7,000.00	$7,000.00	$3,585.00	$3,585.00	$4,800.00	$4,800.00
43	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00
44	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$22,000.00	$22,000.00
45	L-108-1	CONDUIT	LF	25,000	$3.50	$87,500.00	$2.20	$55,000.00	$3.00	$75,000.00
46	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	7,600	$5.00	$38,000.00	$3.00	$22,800.00	$4.35	$33,060.00
47	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	200	$150.00	$30,000.00	$200.00	$40,000.00	$77.00	$15,400.00
48	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	4,500	$12.00	$54,000.00	$8.00	$36,000.00	$7.00	$31,500.00
49	L-110-3	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	100	$20.00	$2,000.00	$12.00	$1,200.00	$22.00	$2,200.00
50	L-110-4	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	80	$50.00	$4,000.00	$25.00	$2,000.00	$50.00	$4,000.00
51	L-110-6	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	1,600	$40.00	$64,000.00	$20.00	$32,000.00	$30.00	$48,000.00
52	L-110-7	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	150	$80.00	$12,000.00	$35.00	$5,250.00	$110.00	$16,500.00
53	L-110-9	6 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	850	$60.00	$51,000.00	$28.00	$23,800.00	$70.00	$59,500.00
54	L-110-10	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	100	$120.00	$12,000.00	$55.00	$5,500.00	$160.00	$16,000.00
55	L-110-11	1 WAY 4" SPLIT DUCT	LF	50	$50.00	$2,500.00	$40.00	$2,000.00	$55.00	$2,750.00
56	L-115-1	JUNCTION CAN PLAZA - TWO L-867D CANS	EA	1	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00
57	L-115-2	JUNCTION CAN PLAZA - FOUR L-867D CANS	EA	4	$10,000.00	$40,000.00	$12,000.00	$48,000.00	$13,000.00	$52,000.00
58	L-115-3	JUNCTION CAN PLAZA - SIX L-867D CANS	EA	3	$14,000.00	$42,000.00	$18,000.00	$54,000.00	$16,500.00	$49,500.00
59	L-125-4	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	EA	2	$10,000.00	$20,000.00	$9,000.00	$18,000.00	$8,000.00	$16,000.00
60	L-125-5	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	EA	2	$11,000.00	$22,000.00	$11,000.00	$22,000.00	$8,500.00	$17,000.00
61	L-125-6	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	EA	2	$12,000.00	$24,000.00	$13,000.00	$26,000.00	$13,000.00	$26,000.00
62	L-125-7	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	44	$2,000.00	$88,000.00	$2,800.00	$123,200.00	$2,000.00	$88,000.00
63	L-125-8	L-862 RUNWAY EDGE LIGHT, QUARTZ - CLEAR/CLEAR (T)	EA	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$2,400.00	$2,400.00
64	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	7	$1,000.00	$7,000.00	$1,000.00	$7,000.00	$1,200.00	$8,400.00
				SUB-TOTAL BID SCHEDULE 2		**$4,967,255.00**		**$3,269,386.45**		**$3,611,377.50**

SPACE COAST REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID TABULATION
(cont.)

BID SCHEDULE 3

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	LS	1	$560,000.00	$560,000.00	$260,000.00	$260,000.00	$330,000.00	$330,000.00
2	C-105-2	FIELD OFFICE & FIELD OFFICE EQUIPMENT	LS	1	$50,000.00	$50,000.00	$10,000.00	$10,000.00	$5,500.00	$5,500.00
3	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$125,000.00	$125,000.00	$50,000.00	$50,000.00	$22,000.00	$22,000.00
4	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$75,000.00	$75,000.00	$20,000.00	$20,000.00	$45,000.00	$45,000.00
5	C-102-2	DEWATERING	LS	1	$125,000.00	$125,000.00	$43,000.00	$43,000.00	$20,000.00	$20,000.00
6	C-104-1	CONSTRUCTION SURVEY	LS	1	$80,000.00	$80,000.00	$56,000.00	$56,000.00	$22,000.00	$22,000.00
7	C-106-1	SAFETY, SECURITY AND MAINTENANCE OF AIRPORT OPERATIONS	LS	1	$120,000.00	$120,000.00	$21,250.00	$21,250.00	$95,000.00	$95,000.00
8	C-106-2	HAUL ROUTE CONSTRUCTION	LS	1	$50,000.00	$50,000.00	$40,000.00	$40,000.00	$12,000.00	$12,000.00
9	P-101-1	PAVEMENT DEMOLITION (3" MILLING)	SY	2,750	$5.00	$13,750.00	$3.50	$9,625.00	$5.00	$13,750.00
10	P-101-2	PAVEMENT DEMOLITION (3.5"-4.0" VARIABLE/PROFILE MILLING)	SY	9,750	$6.00	$58,500.00	$5.00	$48,750.00	$5.50	$53,625.00
11	P-101-3	OPEN CUT PAVEMENT DEMOLITON FOR DRAINAGE	SY	75	$35.00	$2,625.00	$50.00	$3,750.00	$42.00	$3,150.00
12	P-101-4	FULL DEPTH PAVEMENT DEMOLITION	SY	11,850	$16.00	$189,600.00	$7.50	$88,875.00	$9.00	$106,650.00
13	P-101-5	JOINT AND CRACKS SEALANT	LF	9,700	$7.00	$67,900.00	$7.00	$67,900.00	$8.00	$77,600.00
14	P-101-6	REMOVE 12" RCP	LF	40	$30.00	$1,200.00	$41.30	$1,652.00	$33.00	$1,320.00
15	P-101-7	REMOVE 15" RCP	LF	400	$38.00	$15,200.00	$31.70	$12,680.00	$28.00	$11,200.00
16	P-101-8	REMOVE 18" RCP	LF	376	$42.00	$15,792.00	$37.90	$14,250.40	$28.00	$10,528.00
17	P-101-9	REMOVE 24" RCP	LF	164	$45.00	$7,380.00	$58.10	$9,528.40	$33.00	$5,412.00
18	P-101-13	REMOVE DRAINAGE STRUCTURES	EA	15	$1,200.00	$18,000.00	$740.00	$11,100.00	$2,000.00	$30,000.00
19	P-152-1	STRIPPING AND STOCKPILING (6" DEPTH)	SY	60,450	$3.50	$211,575.00	$3.00	$181,350.00	$1.00	$60,450.00
20	P-152-2	UNCLASSIFIED EXCAVATION	CY	8,000	$18.50	$148,000.00	$10.00	$80,000.00	$7.50	$60,000.00
21	P-152-3	OFFSITE BORROW EXCAVATION	CY	100	$25.00	$2,500.00	$25.00	$2,500.00	$50.00	$5,000.00
22	P-154-1	6" STABILIZED SUBBASE	SY	15,450	$9.00	$139,050.00	$6.50	$100,425.00	$8.00	$123,600.00
23	P-211-1	LIMEROCK BASE COURSE, 8" DEPTH	SY	14,850	$45.00	$668,250.00	$34.00	$504,900.00	$23.00	$341,550.00
24	P-401-1	ASPHALT SURFACE COURSE - TAXIWAY PAVEMENT	TON	6,500	$275.00	$1,787,500.00	$185.00	$1,202,500.00	$205.00	$1,332,500.00
25	P-403-1	ASPHALT LEVELING COURSE - TAXIWAY PAVEMENT	TON	100	$300.00	$30,000.00	$200.00	$20,000.00	$260.00	$26,000.00
26	P-620-1	PAVEMENT MARKING, PERMANENT, TYPE III BEADS	SF	6,000	$3.50	$21,000.00	$1.95	$11,700.00	$3.50	$21,000.00
27	P-620-2	PAVEMENT MARKING, PERMANENT, NO BEADS	SF	9,100	$2.50	$22,750.00	$0.90	$8,190.00	$2.50	$22,750.00
28	P-620-3	PAVEMENT MARKING, TEMPORARY, NO BEADS	SF	5,810	$2.50	$14,525.00	$1.25	$7,262.50	$3.00	$17,430.00
29	P-620-4	SURFACE PREPARATION	SF	21,000	$2.00	$42,000.00	$0.88	$18,480.00	$1.50	$31,500.00
30	P-620-5	PAVEMENT MARKING REMOVAL	SF	3,060	$7.00	$21,420.00	$2.95	$9,027.00	$4.50	$13,770.00
31	P-620-6	SURFACE PAINTED HOLD POSITION MARKINGS	EA	4	$4,000.00	$16,000.00	$1,125.00	$4,500.00	$2,000.00	$8,000.00
32	T-904-1	SODDING	SY	59,500	$6.00	$357,000.00	$3.50	$208,250.00	$3.25	$193,375.00
33	D-701-1	CONSTRUCT 12" RCP, CLASS III	LF	40	$120.00	$4,800.00	$93.70	$3,748.00	$140.00	$5,600.00
34	D-701-2	CONSTRUCT 15" RCP, CLASS III	LF	304	$140.00	$42,560.00	$75.00	$22,800.00	$105.00	$31,920.00
35	D-701-3	CONSTRUCT 18" RCP, CLASS III	LF	562	$180.00	$101,160.00	$96.50	$54,233.00	$140.00	$78,680.00
36	D-701-4	CONSTRUCT 24" RCP, CLASS III	LF	256	$230.00	$58,880.00	$125.00	$32,000.00	$170.00	$43,520.00
37	D-701-5	CONSTRUCT 30" RCP, CLASS III	LF	560	$300.00	$168,000.00	$180.00	$100,800.00	$190.00	$106,400.00
38	D-701-8	CONSTRUCT 19"X30" ERCP, CLASS III	LF	48	$275.00	$13,200.00	$172.00	$8,256.00	$220.00	$10,560.00
39	D-701-9	CONSTRUCT 18" MITERED END SECTION	EA	1	$4,500.00	$4,500.00	$2,710.00	$2,710.00	$3,000.00	$3,000.00
40	D-701-10	CONSTRUCT 19"X30" MITERED END SECTION	EA	2	$5,500.00	$11,000.00	$3,055.00	$6,110.00	$3,300.00	$6,600.00
41	D-751-1	CONSTRUCT FDOT TYPE C INLET	EA	4	$6,500.00	$26,000.00	$5,906.00	$23,624.00	$7,800.00	$31,200.00
42	D-751-2	CONSTRUCT FDOT TYPE D INLET	EA	5	$8,750.00	$43,750.00	$8,101.00	$40,505.00	$8,300.00	$41,500.00
43	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
44	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$18,000.00	$18,000.00
45	L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	22,000	$3.50	$77,000.00	$2.20	$48,400.00	$3.25	$71,500.00
46	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	5,000	$5.00	$25,000.00	$3.00	$15,000.00	$4.35	$21,750.00
47	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	350	$150.00	$52,500.00	$200.00	$70,000.00	$78.00	$27,300.00
48	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	7,000	$12.00	$84,000.00	$8.00	$56,000.00	$8.00	$56,000.00
49	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	$30.00	$6,000.00	$20.00	$4,000.00	$38.00	$7,600.00
50	L-110-3	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	350	$25.00	$8,750.00	$12.00	$4,200.00	$16.00	$5,600.00
51	L-110-4	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	$50.00	$10,000.00	$25.00	$5,000.00	$60.00	$12,000.00
52	L-110-6	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	2,800	$40.00	$112,000.00	$20.00	$56,000.00	$30.00	$84,000.00
53	L-110-7	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	150	$80.00	$12,000.00	$35.00	$5,250.00	$110.00	$16,500.00
54	L-110-11	1 WAY 4" SPLIT DUCT	LF	20	$50.00	$1,000.00	$40.00	$800.00	$60.00	$1,200.00
55	L-115-1	JUNCTION CAN PLAZA - TWO L-867D CANS	EA	3	$6,000.00	$18,000.00	$6,000.00	$18,000.00	$7,000.00	$21,000.00
56	L-115-2	JUNCTION CAN PLAZA - FOUR L-867D CANS	EA	7	$10,000.00	$70,000.00	$12,000.00	$84,000.00	$13,000.00	$91,000.00
57	L-125-2	L-850C RUNWAY EDGE LIGHT, QUARTZ - CLEAR/YELLOW (A)	EA	1	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00
58	L-125-5	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	EA	7	$11,000.00	$77,000.00	$11,000.00	$77,000.00	$10,000.00	$70,000.00
59	L-125-6	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	EA	5	$12,000.00	$60,000.00	$13,000.00	$65,000.00	$13,000.00	$65,000.00
60	L-125-7	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	100	$2,000.00	$200,000.00	$2,800.00	$280,000.00	$2,000.00	$200,000.00
61	L-125-9	L-862 RUNWAY EDGE LIGHT, QUARTZ - CLEAR/YELLOW (T)	EA	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$2,300.00	$2,300.00
62	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	9	$1,000.00	$9,000.00	$1,000.00	$9,000.00	$1,200.00	$10,800.00
				SUB-TOTAL BID SCHEDULE 3		**$6,393,617.00**		**$4,263,881.30**		**$4,278,190.00**

SPACE COAST REGIONAL AIRPORT

TAXIWAY A REHABILITATION

BID TABULATION

(cont.)

BID SCHEDULE 4

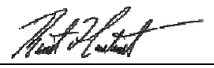
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	LS	1	$30,000.00	$30,000.00	$41,000.00	$41,000.00	$45,000.00	$45,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$9,000.00	$9,000.00	$15,000.00	$15,000.00	$5,500.00	$5,500.00
3	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
4	C-104-1	CONSTRUCTION SURVEY	LS	1	$6,000.00	$6,000.00	$15,000.00	$15,000.00	$5,500.00	$5,500.00
5	C-106-1	SAFETY, SECURITY AND MAINTENANCE OF AIRPORT OPERATIONS	LS	1	$15,000.00	$15,000.00	$10,850.00	$10,850.00	$2,800.00	$2,800.00
6	P-101-4	FULL DEPTH PAVEMENT DEMOLITION	SY	5,100	$5.00	$25,500.00	$10.00	$51,000.00	$9.00	$45,900.00
7	P-152-1	STRIPPING AND STOCKPILING (6" DEPTH)	SY	6,605	$4.00	$26,420.00	$5.00	$33,025.00	$1.50	$9,907.50
8	P-152-2	UNCLASSIFIED EXCAVATION	CY	100	$18.00	$1,800.00	$100.00	$10,000.00	$60.00	$6,000.00
9	P-152-3	OFFSITE BORROW EXCAVATION	CY	800	$22.00	$17,600.00	$25.00	$20,000.00	$20.00	$16,000.00
10	P-620-5	PAVEMENT MARKING REMOVAL	SF	1,150	$6.00	$6,900.00	$2.95	$3,392.50	$4.35	$5,002.50
11	T-904-1	SODDING	SY	12,300	$4.00	$49,200.00	$3.50	$43,050.00	$3.25	$39,975.00
12	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00
13	SP-105-1	ELECTRICAL DEMOLITION	LS	1	$20,000.00	$20,000.00	$5,000.00	$5,000.00	$8,800.00	$8,800.00
14	L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	7,000	$3.50	$24,500.00	$2.20	$15,400.00	$3.25	$22,750.00
15	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	2,600	$5.00	$13,000.00	$3.00	$7,800.00	$4.35	$11,310.00
16	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	60	$150.00	$9,000.00	$200.00	$12,000.00	$78.00	$4,680.00
17	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	2,500	$12.00	$30,000.00	$8.00	$20,000.00	$7.00	$17,500.00
18	L-110-6	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	950	$40.00	$38,000.00	$20.00	$19,000.00	$30.00	$28,500.00
19	L-110-8	4 WAY 2" SCHEDULE 80 DIRECTIONAL BORED DUCT	LF	550	$70.00	$38,500.00	$45.00	$24,750.00	$90.00	$49,500.00
20	L-110-11	1 WAY 4" SPLIT DUCT	LF	20	$50.00	$1,000.00	$40.00	$800.00	$60.00	$1,200.00
21	L-115-2	JUNCTION CAN PLAZA - FOUR L-867D CANS	EA	6	$10,000.00	$60,000.00	$12,000.00	$72,000.00	$13,000.00	$78,000.00
22	L-125-7	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	7		$0.00	$2,800.00	$19,600.00	$2,000.00	$14,000.00
23	L-125-8	L-862 RUNWAY EDGE LIGHT, QUARTZ - CLEAR/CLEAR (T)	EA	2	$2,500.00	$5,000.00	$4,000.00	$8,000.00	$3,000.00	$6,000.00
24	L-125-10	NEW SIGN PANEL INSTALLED IN EXISTING SIGN HOUSING	EA	4	$1,200.00	$4,800.00	$1,000.00	$4,000.00	$3,000.00	$12,000.00
25	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	2	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$1,200.00	$2,400.00
				SUB-TOTAL BID SCHEDULE 4		**$448,220.00**		**$462,667.50**		**$456,225.00**

BID SCHEDULE 5

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$29,000.00	$29,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$2,500.00	$2,500.00	$10,000.00	$10,000.00	$5,500.00	$5,500.00
3	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$3,000.00	$3,000.00	$3,500.00	$3,500.00	$8,800.00	$8,800.00
4	C-104-1	CONSTRUCTION SURVEY	LS	1	$2,500.00	$2,500.00	$10,000.00	$10,000.00	$5,500.00	$5,500.00
5	C-106-1	SAFETY, SECURITY AND MAINTENANCE OF AIRPORT OPERATIONS	LS	1	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
6	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$6,500.00	$6,500.00
7	L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	22,000	$3.50	$77,000.00	$2.20	$48,400.00	$3.25	$71,500.00
8	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	1,000	$5.00	$5,000.00	$3.00	$3,000.00	$4.35	$4,350.00
9	L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	10	$150.00	$1,500.00	$200.00	$2,000.00	$130.00	$1,300.00
10	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	1,000	$12.00	$12,000.00	$8.00	$8,000.00	$9.00	$9,000.00
11	L-110-11	1 WAY 4" SPLIT DUCT	LF	20	$50.00	$1,000.00	$40.00	$800.00	$55.00	$1,100.00
12	L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW	EA	14	$6,000.00	$84,000.00	$6,000.00	$84,000.00	$10,000.00	$140,000.00
13	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	8	$1,000.00	$8,000.00	$1,000.00	$8,000.00	$1,200.00	$9,600.00
				SUB-TOTAL BID SCHEDULE 5		**$234,000.00**		**$204,700.00**		**$293,150.00**
					TOTAL BID	**$18,411,987.00**		**$12,672,213.05**		**$13,164,969.50**

**** Bold red italicized text denotes correction to bidder's calculations.***

Bid Tabulation completed by Rob Hambrecht, P.E.
Signed:



CONSTRUCTION AGREEMENT

BETWEEN

TITUSVILLE COCOA AIRPORT AUTHORITY

AND

Halifax Paving, Inc

FOR

TAXIWAY A REHABILITATION
AT
SPACE COAST REGIONAL AIRPORT

CONSTRUCTION AGREEMENT

THE TITUSVILLE-COCOA AIRPORT AUTHORITY a body corporate existing under the laws of the State of Florida ("**Owner**"), hereby contracts with **Halifax Paving, Inc** ("**Contractor**"), a Florida corporation, whose business address is **870 Hull Road, Ormond Beach, FL, 32174** to perform all work ("**Work**") in connection with the construction of Taxiway A Rehabilitation (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 **$12,672,213.05** (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^{th}) day of each month for Work performed during the previous month. Applications for Payment received after the twenty-fifth (25^{th}) 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 **Four Hundred Fifteen (415)** 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 **thirty (30)** calendar days after the Substantial Completion date, or within **thirty (30)** 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
355 Golden Knights Blvd.
Titusville, FL 32780

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

Halifax Paving, Inc
870 Hull Road
Ormond Beach, FL 32174

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:
Halifax Paving, Inc.

_____
(Signature)

By: _____
(Print)

Title: _____

Date: _____

OWNER:
TITUSVILLE COCOA AIRPORT AUTHORITY

_____
By: Kevin Daugherty, AAE
Director of Airports

Date: _____

EXHIBIT A
RELEASE AND AFFIDAVIT

STATE OF FLORIDA

) COUNTY OF

_____

)

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

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("**Contractor**") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Titusville Cocoa Airport Authority ("**Owner**") relating in any way to the performance of the Contract between Contractor and Owner, dated __, 20___, for the period from _____to _____.

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

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

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in Section 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

Contractor:

By:_____
Its:_____
Date:_____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of _ physical presence or _____online notarization this _____day of _____, 20__, by _____, as _____of _____, a _____corporation, on behalf of the corporation. He/She is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT B

CHANGE ORDER

CHANGE ORDER NO._____ CONTRACT NO. _____

TO:_____

_____

_____

DATE: _____

PROJECT NO.:_____

Under our AGREEMENT dated _____, 20___.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Description of change(s):_____

For the (Additive) (Deductive) Sum of: _____ ($_____).

Original Agreement Amount	$_____
Sum of Previous Changes	$_____
This Change Order (Add) (Deduct)	$_____
Present Agreement Amount	$_____

The time for completion shall be (increased/decreased) by _____calendar days due to this Change Order. Accordingly, the Contract Time is now _____(____) calendar days and the Substantial Completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs, inefficiency, disruption, and directed or constructive acceleration.

Accepted:_____, 20____

CONTRACTOR:

_____

By:_____

_____

OWNER:

Titusville Cocoa Airport Authority

By: _____

_____

DESIGN PROFESSIONAL:

_____

By:

_____

EXHIBIT C
INITIAL PROJECT SCHEDULE

(see attached)

EXHIBIT D
INSURANCE COVERAGE

(see attached)

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FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

Action Items

Approval: Temporary Space Use Agreement with Blue Origin Manufacturing, LLC for the use of improvements at Space Coast Regional Airport.

Executive Summary

AIRPORT: Space Coast Regional Airport (TIX)

TENANT: Blue Origin Manufacturing, LLC

LANDLORD: Titusville-Cocoa Airport Authority

LEASED PREMISES: 1 Bristow Way

LEASE TERM: 3 Years

LEASE DETAILS:

Location	**S.F.**	**Rate P.S.F**	**Annual Rate** (Applicable sales tax not included)	**Monthly Rate** (Applicable sales tax not included)
East side (Parcel A)	416,698	$0.50/SF	$208,349	$17,362.42
East side (Parcel B)	92,887	$0.50/SF	$46,443.50	$3,870.29
East side (Parcel C)	34,493	$0.50/SF	$17,246.50	$1,437.21

IMPROVMENTS TO BE CONSTRUCTED BY TENANT: **Fencing, Gates, Apron, Drainage etc.**

AUTHORITY IMPROVEMENT OBLIGATIONS: None

TEMPORARY SPACE USE PERMIT

THE TITUSVILLE-COCOA AIRPORT AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business and/or occupy space at Space Coast Regional Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company.** The name, address and telephone number of the Company hereunder are as follows:

Name: Blue Origin Manufacturing, LLC.

Address: 8082 Space Commerce Way
Merritt Island, FL 32953

Contact: Facilities, Maintenance, and Security
Telephone: 253-437-9300

Company Financial Billing Contact(s):
Name: Bruno Deseschi, Senior Financial Analyst
Address: 8082 Space Commerce Way, Merritt Island, FL 32953
Telephone: (253) 437-9300 x21107
E-mail: bdedeschi@blueorigin.com

Company – 24 Hour Emergency Contacts – minimum of 2 contacts required
Name & Title: On duty Rocket Park Security Rover
Address: 8082 Space Commerce Way, Merritt Island, FL 32953
Telephone: _____ Fax: _____
Pager: _____ Cell: 954-873-3216
Email: _____ Other: _____

Name & Title: Adam Goss, Security Specialist
Address: 8082 Space Commerce Way, Merritt Island, FL 32953
Telephone: (253) 437-9300 x11650
Pager: _____ Cell: _____
Email: agoss@blueorigin.com

2. **Business to be Conducted.** Company is authorized to conduct the following business at the Airport:

(a) The parking of motor vehicles by Company and its employees, agents, and contractors, including use of the entrances, exits, driveways, drive aisles, and pedestrian walkways serving the Licensed Area which are used in common with others, and such other uses as may be agreed by Licensor in writing (the "**Permitted Use**"); and
(b) Bulk Materials Storage
(c) Light manufacturing or assembly or any other lawful purpose.

3. **Space/Area to be Occupied.** At the beginning of the Term, Company is authorized to use the space at Airport described as Parcel A and Parcel B in **Attachment A-1.** For the 180 days following beginning of the Term, Tenant has exclusive right to add Parcel C ("Expansion Area"), described in Attachment A-1, to this Space Use Permit. Notice by Company and acknowledgement by the Authority will be in writing.

4-a. **Consideration-Space Rental.** In consideration of the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2,** as adjusted for the Expansion Area, if applicable, plus any and all sales or use taxes due thereon.

4-b. **Rental Payments.** All payments due hereunder shall be remitted to the Finance Manager, Titusville-Cocoa Airport Authority, 1 Bristow Way, Titusville, Florida, 32780; without demand, set-off or deduction.

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

5. **Term.** This Permit is effective, from the date of execution, to permit use or occupancy for the period stated in **Attachment A-2,** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, Company shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the Authority at least thirty (30) days written notice of its intention to do so.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) hereof. The amounts of coverage are specified in **Attachment A-3.**

7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-4.**

8. **Utility and Service Charges.** Except as otherwise expressly shown on Attachment A-5, Company shall be responsible for all utility and service charges.

9. **Additional Terms and Conditions.** Company does hereby further agree to abide by all of the terms and conditions attached hereto. Special Terms and Conditions are attached to this agreement.

10. **Amendments.** Amendments to this Permit may be made by a revision of Attachment A and executing a numbered and dated letter of amendment.

BLUE ORIGIN, LLC.	**TITUSVILLE-COCOA AIRPORT AUTHORITY**
BY: _____	BY: _____
DATE: _____	DATE: _____

ATTACHMENT A
SPACE USE PERMIT

A-1. SPACE/AREA TO BE OCCUPIED AT BEGINNING OF TERM.

Location	**S.F.**	**Rate P.S.F**	**Annual Rate** (Applicable sales tax not included)	**Monthly Rate** (Applicable sales tax not included)
TIX – East side (Parcel A)	416,698	$0.50/SF	$208,349	$17,362.42
TIX – East side (Parcel B)	92,887	$0.50/SF	$46,443.50	$3,870.29

EXPANSION AREA

Location	**S.F.**	**Rate P.S.F**	**Annual Rate** (Applicable sales tax not included)	**Monthly Rate** (Applicable sales tax not included)
TIX – East side (Parcel C)	34,493	$0.50/SF	$17,246.50	$1,437.21

Exhibit A Attached

A-2. TERM.

The period of occupancy permitted under this permit will be **OCTOBER 1**, **2026 through SEPTEMBER 30, 2029.**

A-3. INSURANCE REQUIREMENTS

The minimum coverage required is:

Automobile Liability	**$1,000,000**
Commercial General Liability	**$1,000,000**
Workers Compensation	**As required by the laws of Florida.**
Employer's Liability	**$100,000 each accident, $500,000 disease-policy limit and $100,000 disease-policy-each employee**

Evidence of current coverage is to be kept on file with the Authority

A-4. AMOUNT OF SECURITY DEPOSIT

Not required.

A-5. UTILITY & SERVICE CHARGES.

All utilities and service charges are the responsibility of the Company.

ATTACHMENT B
RULES AND REGULATIONS

[attached]

TITUSVILLE-COCOA AIRPORT AUTHORITY

TERMS AND CONDITIONS OF SPACE USE PERMIT

A. **Maintenance of Assigned Space**. Company accepts the space, if any, assigned under Attachment A-l hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space in condition no worse than the condition in which it was delivered to Company. Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the negligence of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, reasonable use and wear excepted; except to the extent any such maintenance, replacement and repair arises out of the negligence or willful misconduct of Authority. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Permit shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof. Company shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the negligence of or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, except to the extent any such maintenance, replacement and repair arises out of the negligence or willful misconduct of Authority. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein. Company shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

B. **Company's Property**. Any and all property belonging to, or brought onto the Assigned Space by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property.

C. **Authority's Right to Enter**. Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose upon reasonable prior notice, but not less than forty-eight (48) hours' prior notice, except in the event of an emergency; and provided, further that Company requires that all non-Company personnel, including (without limitation) any Authority representatives and designees and invitees, requiring access to the

Assigned Space be pre-approved by Company in accordance with Company's then-standard entry protocol prior to such representative's, designee's, or invitee's first entry into the Premises, and Authority acknowledges that such protocol may include requirements generally applicable to persons entering facilities operated by U.S. government contractors and/or such other requirements as Tenant may reasonably impose, including, among other things, (1) proof that such person is a "**U.S. Person**" (U.S. citizen or national, lawful permanent resident, or lawfully admitted into the U.S. as a refugee or granted asylum) and (2) at least five (5) days' notice prior to such individual's first entry to the Assigned Space.

D. **Utilities**. Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments**. Company shall pay, on or before the due date established therefore, all taxes, assessments (including. without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Permit expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Permit commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Permit was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Permit is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Permit was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Paragraph F shall survive the expiration or earlier termination of this Permit. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of Florida or the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Company.

G. **Rules and Regulations**. Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities, a copy of which is attached hereto as **Attachment B**; and Authority shall provide Company with reasonable prior notice of any changes to such rules and regulations. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made-by Company within fifteen (15) days

from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

I. Indemnification. Company agrees to indemnify, defend and hold harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, ct scq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) (collectively, "**Claims**"), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Company's operations thereon, or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, invitees or licensees. regardless of where the damage, destruction, injury or death occurred, unless such Claim was caused by Authority's or its employee's, agent's, officer's, partner's, successor's, or assign's negligence, willful misconduct, or bad faith, or by the joint negligence of Authority and any person other than Company or the Company's officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Company to keep, observe or perform any of the covenants or agreements in this Permit to be kept, observed or performed by Company. Except to the extent caused by the negligence or willful misconduct of Company or the Company's officers, agents, employees, contractors, subcontractors, invitees or licensees, Authority shall indemnify and hold harmless Company and Company's officers, agents, employees, contractors, subcontractors, invitees or licensees, from and against all Claims against Company and Company's officers, agents, employees, contractors, subcontractors, invitees or licensees arising from: (i) the willful misconduct, negligence, or bad faith of Authority, its agents or employees; (ii) claims of injury to or death of personal or damage to property resulting directly from the operation of the Assigned Space by the Authority, its agents or employees; and (iii) arising out of the failure of Authority to keep, observe or perform any of the covenants or agreements in this Permit to be kept, observed or performed by Authority. The provisions of this Paragraph I shall survive the expiration of earlier termination of the term of this Permit with respect to any acts or omissions occurring during the term of this Permit.

The foregoing provisions of this Paragraph I are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Permit.

J. [Reserved].

K. Insurance Requirements. Company shall, at its own cost and expense, purchase and maintain throughout the term of this Permit the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises Operations, Products/Completed Operations, Contractual, Independent Contractors,

Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Titusville-Cocoa Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be included as additional insured's, from and against liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of $2,000,000.00, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Company's covenants to and indemnification of the Authority under this Permit. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than $500,000 each accident, $500,000 disease policy limit and $500,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Permit and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

L. Assignment and Subletting. Company shall not assign this Permit or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion; provided, that Company may, without the consent of Authority, but upon notice to Authority, assign this Permit to any Person controlling or controlled by or under common control with Company (with "control" being defined as ownership directly or indirectly of 100% of the equity interests in an entity) ("**Affiliate**"). As used herein, "**Person**" shall mean any natural person or persons, a limited liability company, a limited partnership, a partnership, a corporation, and any other form of business or legal association or entity.

M. Default. In the event that Company shall fail to remit any payment due to Authority under Paragraph 4 hereof, within five (5) business days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 4 of this Permit due and payable forthwith; or Authority may elect to terminate this Permit and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Company therefore; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration

and other charges due Authority under this Permit, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default.

N. End of Term. At the end of the term or upon the earlier termination of this Permit, Company shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear expected, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

O. Holding Over. It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Permit (including a termination under paragraph M hereto) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to charge 150% of the monthly rent specified in Paragraph 4 hereof; and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Permit.

P. Costs and Attorneys' Fees. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision or this Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Q. Notice. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Permit or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the Executive Director, Titusville-Cocoa Airport Authority, Space Coast Regional Airport, Titusville, Florida, provided Company obtains a written acknowledgment of receipt therefore from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Titusville-Cocoa Airport Authority
Attention: Director of Airports
1 Bristow Way
Titusville. FL 32780

or such other address as Authority may request from time to time.

R. Sums Paid by Authority. If Authority has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Permit, then the same shall be deemed additional rent due hereunder and Company shall reimburse Authority therefore promptly upon demand.

S. Interest on Sums Due Authority. Any sums payable by Company to Authority under any provision of this Permit which are not paid when due shall bear interest at the rate of the lesser of: (a) five percent (5%); or (b) the maximum rate permitted by applicable law per annum from the date the same became due and payable until paid.

T. [Reserved.]

U. Brokerage Commissions. Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Permit, and Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefore.

V. Authority's Reserved Rights.

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefore.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see lit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(3) Company covenants and agrees that this Permit shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal Funds for the development or operation of Airport. In the event that the Federal Aviation

Administration or its successors shall require any modifications to this Permit as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

W. Discrimination Not Permitted.

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Permit; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Company shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Recitations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Company authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Company shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Permit.

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Permit and to re-enter and repossess said Assigned Space, and hold the same as if this Permit had never been made or issued. In the event of termination, Company will be granted access to the Assigned Space to remove all of its property, temporary structures, or otherwise The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Company assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal

Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended.

(5) Company assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Permit.

X. <u>Federal Aviation Administration Requirements.</u>

(1) Company shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport. Company will establish security checkpoints at the entrance and exit of the Assigned Space. Company will ensure that security is present 24 hours per day.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport. Authority employees acknowledge they will not be granted access to the interior of any temporary structures that Company places in the Assigned Space. In the event Authority requires assistance from Company with respect to any of Company's temporary structures in the Assigned Space, Authority may contact Company's security team for assistance in the Assigned Space at 561.399.8969.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform. Authority acknowledges that neither it nor any person, firm or corporation operating staff who is not an employee or contractor of the Company will be granted access to the interior of any temporary structures that Company places in the Assigned Space. In the event Authority requires assistance from Company with respect to any of Company's temporary structures in

the Assigned Space, Authority may contact Company's security team for assistance in the Assigned Space at 561.399.8969.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

Y. [RESERVED]

Z. Hazardous Materials.

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, Local, or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal. state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 1J.S.C. **Sections** 9601 et seq.) **("CERCLA)**, or pursuant to Chapters 376 and 403, Florida Statutes; any "hazardous waste" listed pursuant to **Section** 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement**. Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall-cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in the Company's industry so long as such use is in strict compliance with all applicable Environmental Laws.

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Permit as a result of or arising from (i) a

breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations at the property to determine whether Company has breached its obligations under subparagraph Z(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

AA. **Miscellaneous.**

(1) the paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to possession of the Assigned Space, the rights granted under this Permit are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Permit shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence or this Permit.

(5) This Permit shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member (including, without limitation, members of Authority's Board), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Permit or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Permit.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) 'This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Permit may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by Florida law, Authority hereby includes the following notifications as part of this Permit:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
>
> PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Permit, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Permit.

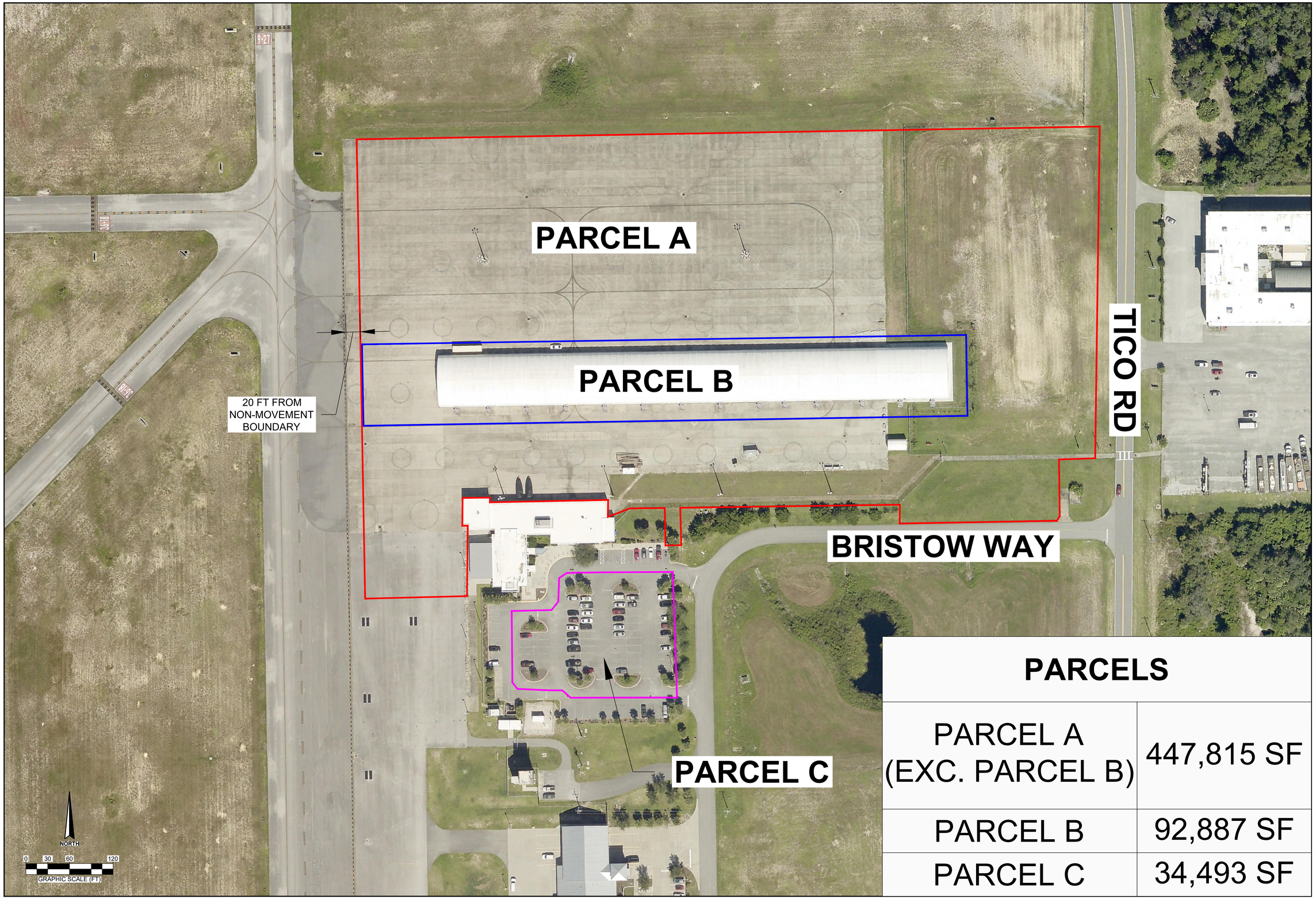
IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed the day and year first above written.

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
Kevin Daugherty, AAE
Director of Airports

BLUE ORIGIN MANUFACTURING, LLC

By: _____



PARCELS

PARCEL A (EXC. PARCEL B)	447,815 SF
PARCEL B	92,887 SF
PARCEL C	34,493 SF

FLY SPACE COAST
SPACE COAST REGIONAL AIRPORT (TIX)

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200
ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

SPACE COAST REGIONAL AIRPORT, TITUSVILLE, FLORIDA

BLUE ORIGIN LICENSE AGREEMENT

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DRAWN BY:	MT
CHECKED BY:	RH
APPROVED BY:	SS
DATE:	AUGUST 2026
FDOT FM NO.	XX
FAA AIP NO.	XX
SCALE (FT):	1" = 60'

DRAWING

EXHIBIT B

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

ACTION ITEMS

APPROVAL: PURCHASE OF (3) 2026 KUBOTA MOWERS (F3710) FROM FLORIDA COAST EQUIPMENT, INCORPORATED IN THE AMOUNT NOT TO EXCEED $90,962.55

Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600065337
Nebraska 14777 (OC)
Mississippi 8200067336

F3710 WEB QUOTE #2997462
Date: 9/10/2025 9:59:44 AM
-- Customer Information --
Kinard, Christy
167615
Titusville-Cocoa Airport Authority
kdaugherty@flyspacecoast.org
3212768454

Quote Provided By
FLORIDA COAST EQUIPMENT, INC
Stacy Eiben
3030 CUYLER STREET
MIMS, FL 32754
email: seiben@floridacoasteq.com
phone: 3215432483

-- Standard Features --

Kubota

F Series F3710

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model: Kubota V1505-CR-TE5-F1
Type: Diesel, liquid cooled (4Cyl.), with DPF
4 Cyl., 1498 cu. cm.
HP: 36.9 @ 2500 RPM
Alternator -- 60 Amps
Hand Throttle
Dual Element Air Cleaner

OPERATING FEATURES
Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat w/ 4 Adj. Controls
Easy Set Parking Brake
Integrated Rear Tie Down Points
Hood Lift Assist System

HYDRAULICS
Open Center -- Gear Type
2 Point Hitch Lift
Cap at Lift Point -- 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

HYD. INDEPENDENT PTO
Hyd. Multi-Disc PTO
Single Speed PTO
2583 rpm @ 2500 Eng. rpm

TRANSMISSION
Hydrostatic Drive (F2/R2)
Forward Speed -- 0 - 12.5 mph
Reverse Speed -- 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY
Fuel Tank 16.1 gal
Cooling System 3.9 qts
Engine Oil 5 qts
Transmission and Hydraulics 14.8 qts
Gross Weight 1830 lbs

SAFETY EQUIPMENT
2 Post Foldable ROPS w/ Retractable Seat Belt on Seat
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake - Easy Set
Overheat Alarm Buzzer

INSTRUMENTS
Liquid Chrystal Display (LCD)Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker TM
Oil Light
Charge Light
Glow Plug Light

+ Manufacturer Estimate

SELECTED TIRES
sub1415
Front TIRE 24x12-12 R3 TF Steel Bias BB
Rear TIRE 18x9.5-8 R3 TF Steel Bias AA

-- Custom Options --

F3710 Base Price:	$31,771.00
Selected Kubota Attachments	
(1) 72"REAR DISCHARGE MOWER RCK72H-F36-72"REAR DISCHARGE MOWER	$5,725.00
(1) PLASTIC CANOPY E1133-PLASTIC CANOPY	$566.00
(1) SUSPENSION SEAT F8280-SUSPENSION SEAT	$508.00
Total Kubota Attachments:	$6,799.00
Total Attachments:	$6,799.00
Configured Price:	$38,570.00
Sourcewell Discounts:	
Kubota Items:	($8,485.40)
Total Discount:	($8,485.40)
SUBTOTAL:	$30,084.60
Kubota Item Fees:	
Dealer Assembly:	$192.50
Freight Cost:	$543.75
PDI:	$400.00
Actual Assembly	$300.00
Merritt Island- Trade-in Kubota F3990 SN:22214 with 1476 Hours	($1,500.00)
Total Unit Price:	$30,020.85
Quantity Ordered:	1
Final Sales Price:	$30,020.85

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600055337
Nebraska 14777 (OC)
Mississippi 8200067336

F3710 WEB QUOTE #2994475
Date: 8/28/2026 10:00:53 AM
-- Customer Information --
Kinard, Christy
167615
Titusville-Cocoa Airport Authority
kdaugherty@flyspacecoast.org
3212768454

Quote Provided By
FLORIDA COAST EQUIPMENT, INC
Stacy Elben
3030 CUYLER STREET
MIMS, FL 32754
email: selben@floridacoasteq.com
phone: 3215432483

-- Standard Features --

Kubota

F Series F3710

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model: Kubota V1505-CR-TE5-F1
Type: Diesel, liquid cooled (4Cyl.), with DPF
4 Cyl., 1498 cu. cm.
HP: 36.9 @ 2500 RPM
Alternator -- 60 Amps
Hand Throttle
Dual Element Air Cleaner

OPERATING FEATURES
Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat w/ 4 Adj. Controls
Easy Set Parking Brake
Integrated Rear Tie Down Points
Hood Lift Assist System

HYDRAULICS
Open Center -- Gear Type
2 Point Hitch Lift
Cap at Lift Point -- 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

HYD. INDEPENDENT PTO
Hyd. Multi-Disc PTO
Single Speed PTO
2583 rpm @ 2500 Eng. rpm

TRANSMISSION
Hydrostatic Drive (F2/R2)
Forward Speed -- 0 - 12.5 mph
Reverse Speed -- 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY
Fuel Tank 16.1 gal
Cooling System 3.9 qts
Engine Oil 5 qts
Transmission and Hydraulics 14.8 qts
Gross Weight 1830 lbs

SAFETY EQUIPMENT
2 Post Foldable ROPS w/ Retractable Sear Belt on Seat
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake - Easy Set
Overheat Alarm Buzzer

INSTRUMENTS
Liquid Chrystal Display (LCD)Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker ™
Oil Light
Charge Light
Glow Plug Light

+ Manufacturer Estimate

SELECTED TIRES
sub1415
Front TIRE 24x12-12 R3 TF Steel Bias BB
Rear TIRE 18x8.5-8 R3 TF Steel Bias AA

-- Custom Options --

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Total Kubota Attachments:	$6,799.00
Total Attachments:	$6,799.00
Configured Price:	$38,570.00
Sourcewell Discounts:	
Kubota Items:	($8,485.40)
Total Discount:	($8,485.40)
SUBTOTAL:	$30,084.60
Kubota Item Fees:	
Dealer Assembly:	$192.50
Freight Cost:	$543.75
PDI:	$400.00
Actual Assembly	$300.00
Delivery	$150.00
Total Unit Price:	$31,670.85
Quantity Ordered:	1
Final Sales Price:	$31,670.85

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4800865337
Nebraska 14777 (OC)
Mississippi 8200067326

F3710 WEB QUOTE #2997461
Date: 9/10/2026 9:56:55 AM
-- Customer Information --
Kinard, Christy
167615
Titusville-Cocoa Airport Authority
kdaugherty@flyspacecoast.org
3212768454

Quote Provided By
FLORIDA COAST EQUIPMENT, INC
Stacy Eiben
3030 CUYLER STREET
MIMS, FL 32754
email: seiben@floridacoasteq.com
phone: 3215432483

-- Standard Features --

Kubota

F Series F3710

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model: Kubota V1505-CR-TE5-F1
Type Diesel, liquid cooled (4Cyl.), with DPF
4 Cyl., 1498 cu. cm.
HP: 36.9 @ 2500 RPM
Alternator – 60 Amps
Hand Throttle
Dual Element Air Cleaner

OPERATING FEATURES
Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat w/ 4 Adj. Controls
Easy Set Parking Brake
Integrated Rear Tie Down Points
Hood Lift Assist System

HYDRAULICS
Open Center – Gear Type
2 Point Hitch Lift
Cap at Lift Point – 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

HYD. INDEPENDENT PTO
Hyd. Multi-Disc PTO
Single Speed PTO
2583 rpm @ 2500 Eng. rpm

TRANSMISSION
Hydrostatic Drive (F2/R2)
Forward Speed – 0 - 12.5 mph
Reverse Speed – 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY
Fuel Tank 16.1 gal
Cooling System 3.9 qts
Engine Oil 5 qts
Transmission and Hydraulics 14.8 qts
Gross Weight 1830 lbs

SAFETY EQUIPMENT
2 Post Foldable ROPS w/ Retractable Seat Belt on Seat
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake - Easy Set
Overheat Alarm Buzzer

INSTRUMENTS
Liquid Chrystal Display (LCD)Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker ™
Oil Light
Charge Light
Glow Plug Light

+ Manufacturer Estimate

SELECTED TIRES
sub1415
Front TIRE 24x12-12 R3 TF Steel Bias BB
Rear TIRE 18x9.5-8 R3 TF Steel Bias AA

-- Custom Options --

F3710 Base Price:	$31,771.00
Selected Kubota Attachments	
(1) 72"REAR DISCHARGE MOWER RCK72R-F36-72"REAR DISCHARGE MOWER	$5,725.00
(1) PLASTIC CANOPY E1133-PLASTIC CANOPY	$566.00
(1) SUSPENSION SEAT FB260-SUSPENSION SEAT	$508.00
Total Kubota Attachments:	$6,799.00
Total Attachments:	$6,799.00
Configured Price:	$38,570.00
Sourcewell Discounts:	
Kubota Items:	($8,485.40)
Total Discount:	($8,485.40)
SUBTOTAL:	$30,084.60
Kubota Item Fees:	
Dealer Assembly:	$192.50
Freight Cost:	$543.75
PDI:	$400.00
Actual Assembly	$300.00
Arthur Dunn- Trade-in Kubota F3990 SN:22283, 1848 Hours	($2,250.00)
Total Unit Price:	$29,270.85
Quantity Ordered:	1
Final Sales Price:	$29,270.85

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

ACTION ITEMS

APPROVAL: PURCHASE OF RUNWAY CLOSURE MARKERS FROM SHERWIN INDUSTRIES, INCORPORATED IN THE AMOUNT NOT TO EXCEED $143,533

L-893 Runway Closure Marker

Sourcewell

AWARDED CONTRACT

CONTRACT # 110122-SWN

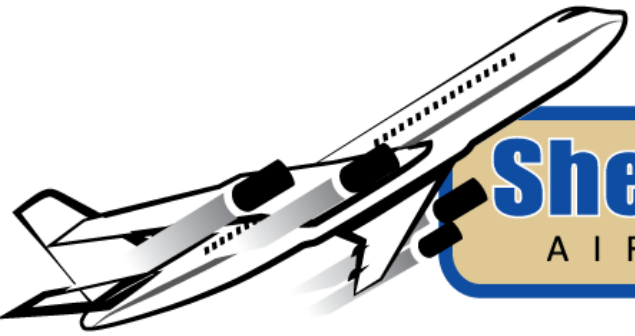


Compliances:
FAA A/C 150/5345-55
FAA A/C 150/5345-53
FAA A/C 150/5370-2
NTSB Safety Rec. A-03-05

Part No. RCML893-G

- Fitted with LED bulbs for long life
- Easily set up by one person in 2 minutes
- Lighted “X” when opened spans 20’ 6”
- Warning light for failure indication
- Full fuel load (15 gals) capacity of over 200 hours run time
- Raised and lowered by electro-hydraulic assist
- 2” trailer frame steel w/ 2000 lb axle
- Four (4) 5,000 lb. jack stands for support
- Operated with on demand generator and DC power
- Auto dimming for nighttime operation
- Heavy duty protective cover

MADE IN U.S.A PRODUCT



Sherwin Industries, Inc.

AIRPORT RUNWAY SUPPORT

2129 W Morgan Ave Milwaukee, WI 53221 800-525-8876

ORIGINAL ISSUE DATE: August 7, 2025

Recertification due: March 2033

An Activity Sponsored and Administered by Intertek

PROGRAM ADMINISTRATOR
DEPARTMENT ALECP
INTERTEK
3933 U.S. ROUTE 11
CORTLAND, NY 13045-0950

Sherwin Industries Inc
28020 Kramer Road
Waterford, WI 53185

AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM

CERTIFICATE OF CONFORMANCE NUMBER 51010333-001-1

The product described below is hereby approved for listing in the next issue of the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5345-53, Appendix 3 Addendum "Airport Lighting Equipment Certification Program. The approval is based on successful completion of tests in accordance with the specifications listed in, and the requirements for approval described in the Advisory Circular, and the reporting to the Program Administrator the results of such tests, accompanied by related documents by an Intertek recognized testing laboratory. This Certificate is only confirmable in conjunction with equipment being listed in AC 150/5345-53, Appendix 3, Addendum, as currently published by the FAA. The certification is not valid for a product modified with non-OEM replacements parts or non-production components.

L-893(L) – Lighted Visual Aid to Indicate Temporary Runway Closure
(AC 150/5345-55A)

Manufacturer	Manufacturer's Catalog Number
Sherwin Industries	RCML893-G (899)

NOTE: (899) SH810005 WHITE LED

Equipment meets the requirements of FAA Engineering Brief No. 67D additional requirements for “Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures” dated March 6, 2012.

1. This Equipment requires continuing validation in accordance with the requirements of AC 150/5345-53, and the Intertek Airport Lighting Equipment Certification Program.

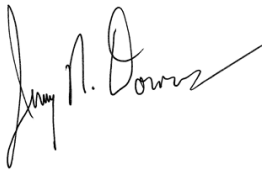
2. Product tested and Report issued by: Intertek;

(A) Report No: 106124984CRT-001; 106124984BOX-011

(B)Date of Report: 06/2025; 03/2025

NOTE: PLEASE REVIEW, AND ADVISE ADMINISTRATOR AT INTERTEK IMMEDIATELY IF DATA, AS SHOWN, NEED TO BE CORRECTED.

Approved for Certification by:



Jeremy N. Downs, P.E., Program Administrator
Date: August 7, 2025

Sales Quote

Sherwin Industries, Inc.
AIRPORT RUNWAY SUPPORT

Date: 8/28/2026

Sherwin Industries,Inc.
2129 W .Morgan Avenue
Milwaukee, WI 53221
414-281-6400

Customer: Titusville Cocoa Airport Authority
Attn: Christina Kinard
Sourcewell Member ID# 167615

Salesperson	JOB/CONTRACT	TERMS	QuoteValid
16-TR	Sourcewell Contract Pricing 110122-SWN	Net30	30 Days

QTY	ITEM#	DESCRIPTION	UNITPRICE	LINE TOTAL
4	RCML893-G	Portable Lighted LED Runway Closure Marker	$ 34,850.00	$ 139,400.00
				$
		Freight		$ 4,133.00
				$
				$
				$
				$
				$
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL	$ 143,533.00
			SALESTAX	
			TOTAL	$ 143,533.00

8/28/2026

Authorizedby *Date*

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

REPORT

DIRECTOR OF AIRPORTS

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

MEMORANDUM

DATE: September 17, 2026

TO: Airport Authority Board Members

FROM: Kevin Daugherty, AAE - Director of Airports

SUBJECT: Director's Report

Business Development

The Orlando-based aerospace technology company introduced through Space Florida has now provided detailed facility requirements. The company is seeking approximately 25,000 square feet of office and flex-manufacturing space for simulator assembly and machine-shop work, with the ability to expand to approximately 50,000 square feet within two years. The company is evaluating an Authority-owned parcel near along Grissom Parkway. The company is preparing a conceptual site layout and coordinating with Space Florida regarding its business-development toolkit and potential financing assistance.

Staff has also been contacted by a new aviation firm regarding the possible establishment of an air-cargo operation to TIX. The company is seeking approximately 30,000 square feet of hangar space, plus supporting office and administrative space. The facility would accommodate the company's existing and future fleet of aircraft. Staff is evaluating existing and development options and has connected the project team with regional partners to discuss Foreign-Trade Zone 136 benefits, Space Florida programs, and potential conduit-financing opportunities.

Following the Board's August approval of the Memorandum of Understanding with Arcade Aviation, staff is working with the project team on the next phase of due diligence. Phase 1 would include a 20,000-square-foot hangar for CRJ aircraft maintenance, with the potential to grow into a 150,000- to 200,000-square-foot aviation maintenance campus. Current work includes refining the site plan, confirming taxiway and ramp access, identifying utility requirements, and developing the business terms necessary to move toward a long-term ground lease.

Staff has begun negotiating a ground lease with Sabal Aviation for a proposed private hangar development at TIX. The Authority and Sabal previously entered into a Memorandum of Understanding that allowed the company to evaluate the site and advance its development concept. The ground-lease discussions are now focused on defining the leasehold, the proposed hangar and ramp layout, access and utility requirements, development milestones, construction responsibilities, business terms, and the schedule for moving the project forward. A final ground lease will be presented to the Board for consideration once the negotiations are complete.

The Board recently approved a new agreement with US Aviation Training Solutions (USATs) for its continued use of space within our former Admin building (355 Golden Knights Boulevard). Staff has introduced USATS to a development team as the company evaluates a larger footprint at TIX. The discussion included the design, construction, and potential lease-back of a purpose-built facility that would allow the company to expand its training operations and administrative functions.

Staff met with a South Florida firm regarding a potential workforce-training campus at TIX. The organization is evaluating a minimum 20,000-square-foot facility with parking for approximately 200 to 300 students and employees. The concept would support construction and technical-apprenticeship programs and could provide a local workforce pipeline for future aviation and aerospace employers.

Staff met with Rick McKee, Director of Aviation Programs for Eastern Florida State College, and toured the new Aviation Center at its Titusville campus. The new facility houses EFSC's FAA-certified Airframe and Powerplant program, which currently has approximately 100 students enrolled and is approved for up to 125 students. The program provides hands-on aircraft maintenance training and will help support the growing demand for qualified A&P mechanics throughout the region.

Capital Projects / Planning

Board members will continue to receive regular updates on our active capital projects through the bi-monthly Board Update and the CIP presentation at each meeting. To keep from covering the same ground every month, this section will only highlight major milestones or items needing additional attention.

Two projects will reach major milestones this month. Construction on the COI Runway 11/29 Rehabilitation Project is scheduled to begin September 14th, followed by the Space Coast Innovation Park groundbreaking ceremony on September 16th. We are also still awaiting final FAA grant action for the Taxiway A Rehabilitation Project at TIX.

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

REPORT

DEPUTY DIRECTOR OF AIRPORTS

Capital Project Updates

- TIX Challenger Avenue Extension Phase 1 Construction
- TIX Space Coast Innovation Park Site Development Phase 1 Construction
- TIX Runway 18/36 Rehabilitation
- TIX Air Traffic Control Tower Construction
- TIX Taxiway A Rehabilitation
- TIX Taxiway A Extension
- TIX Fuel Farm
- COI Runway 11/29 Rehabilitation
- COI Taxiway A Rehabilitation
- X21 FBO Apron Rehabilitation
- X21 Fuel Farm and Site Development

PROJECT

TIX Challenger Avenue Extension

Phase 1 Construction

BUDGET

- $8,326,276.00 (Construction)

CURRENT STATUS

- Silt Fence Complete
- Clearing Continues
- Stripping and stockpiling underway









PROJECT

TIX Space Coast Innovation Park

Site Development

Phase 1 Construction

BUDGET

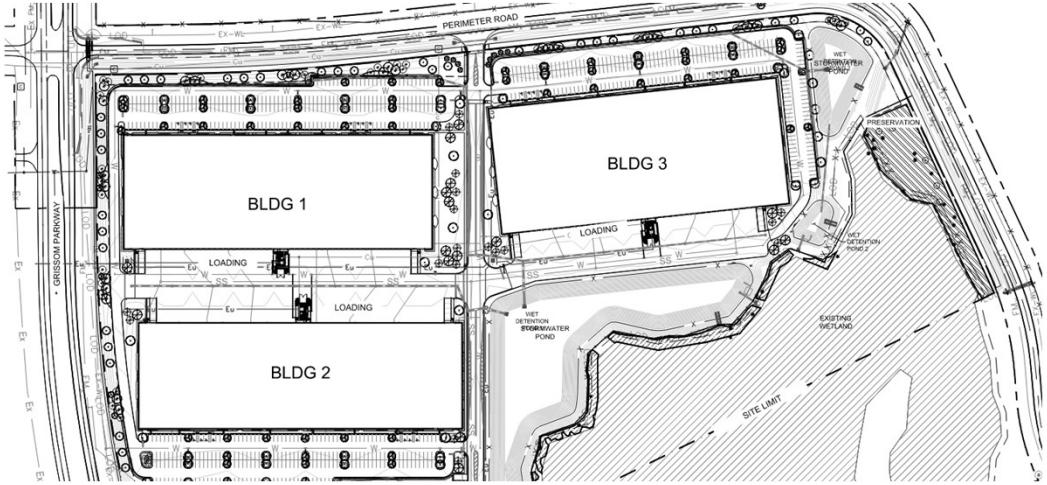
- $15m (Construction)

CURRENT STATUS

- Silt Fence Complete
- Clearing Continues
- Stripping and stockpiling underway









PROJECT
TIX Runway 18/36 Rehabilitation

BUDGET
- $10,332,122
- (90% FAA, 8% FDOT, 2% Local)

CURRENT STATUS:
- Construction and Punchlist Complete.
- Working on closeout items





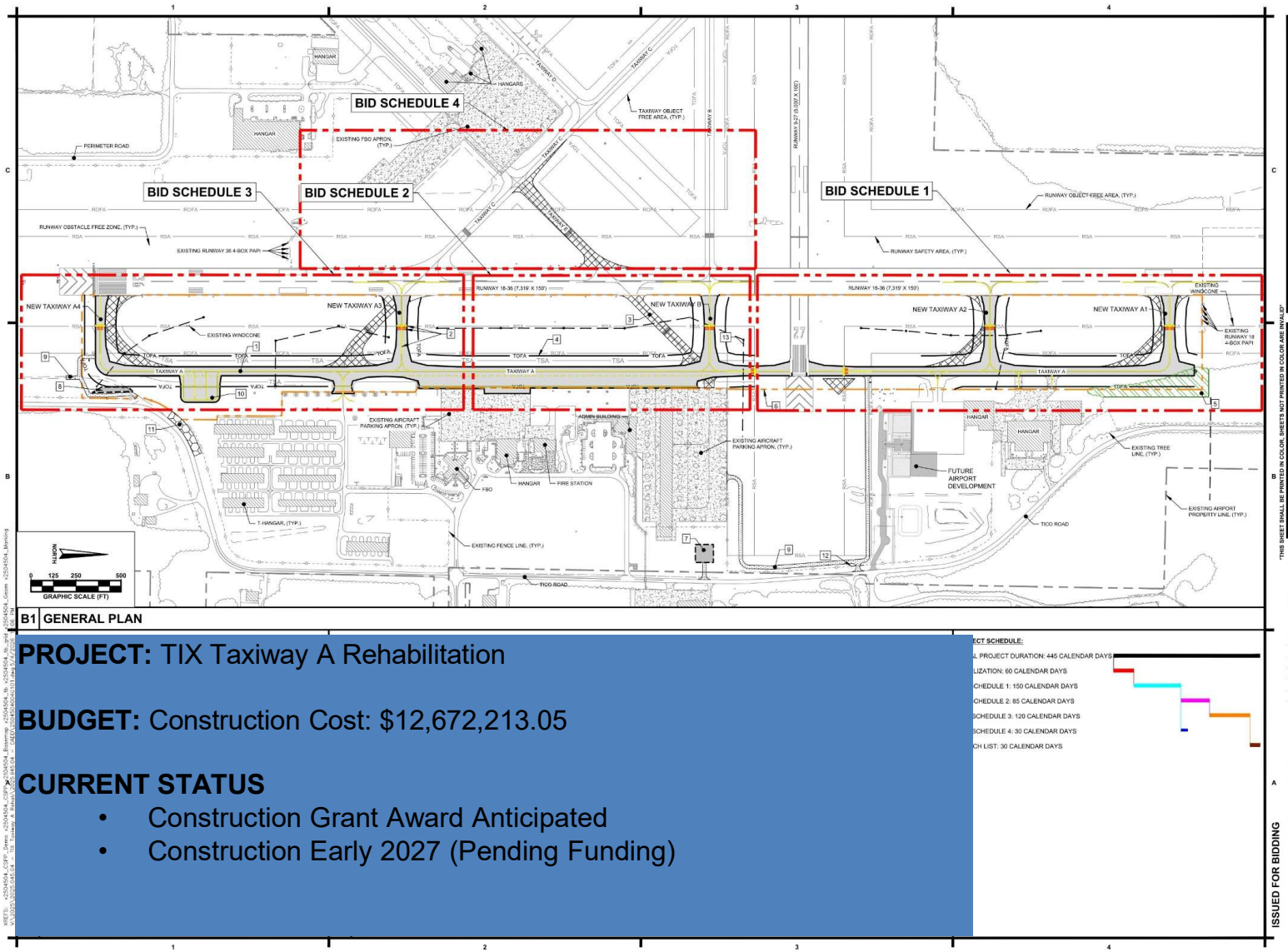
PROJECT
TIX Air Traffic Control Tower Construction

BUDGET
$8,875,000 ($2,000,000 FAA, 80% FDOT, 20% Local) - Construction

CURRENT STATUS
INTERIOR
- 5th Floor Drywall
- Mech Controller Install/Vacuum
- Above Ceiling Electrical
- Mech Start Up
- Stairwell Light fixtures
- Door Install
- Ceiling Grid Trim Out
- Flooring/Base
- Concrete Sealing
- Final Paint
- Millwork
- Begin Elevator Install

EXTERIOR
- Roof Electrical For ATCT
- Rotating Beacon Install
- Canopy Field Measurements
- Cab Glass Framing
- Cab Glass

SITE
- Rough Grade Around Tower
- Prep For Concrete Entrance/Canopy Pad
- Form Entry/Sidewalks
- Inspect Entrance/Canopy Pad/Sidewalks
- Pour Entrance/Canopy Pad/Sidewalks
- Underground Storm On West Side Of Tower
- Baserock
- Final Grade
- Fencing/Gate Install



B1 GENERAL PLAN

PROJECT: TIX Taxiway A Rehabilitation

BUDGET: Construction Cost: $12,672,213.05

CURRENT STATUS

- Construction Grant Award Anticipated
- Construction Early 2027 (Pending Funding)

ECT SCHEDULE:
L PROJECT DURATION: 445 CALENDAR DAYS
LIZATION: 60 CALENDAR DAYS
CHEDULE 1: 150 CALENDAR DAYS
CHEDULE 2: 85 CALENDAR DAYS
SCHEDULE 3: 120 CALENDAR DAYS
SCHEDULE 4: 30 CALENDAR DAYS
CH LIST: 30 CALENDAR DAYS

ISSUED FOR BIDDING

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

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ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-3779
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TAXIWAY A REHABILITATION

SPACE COAST REGIONAL AIRPORT TITUSVILLE, FLORIDA

GENERAL SITE PLAN AND BID SCHEDULES

"THIS SHEET SHALL BE PRINTED IN COLOR, SHEETS NOT PRINTED IN COLOR ARE INVALID"

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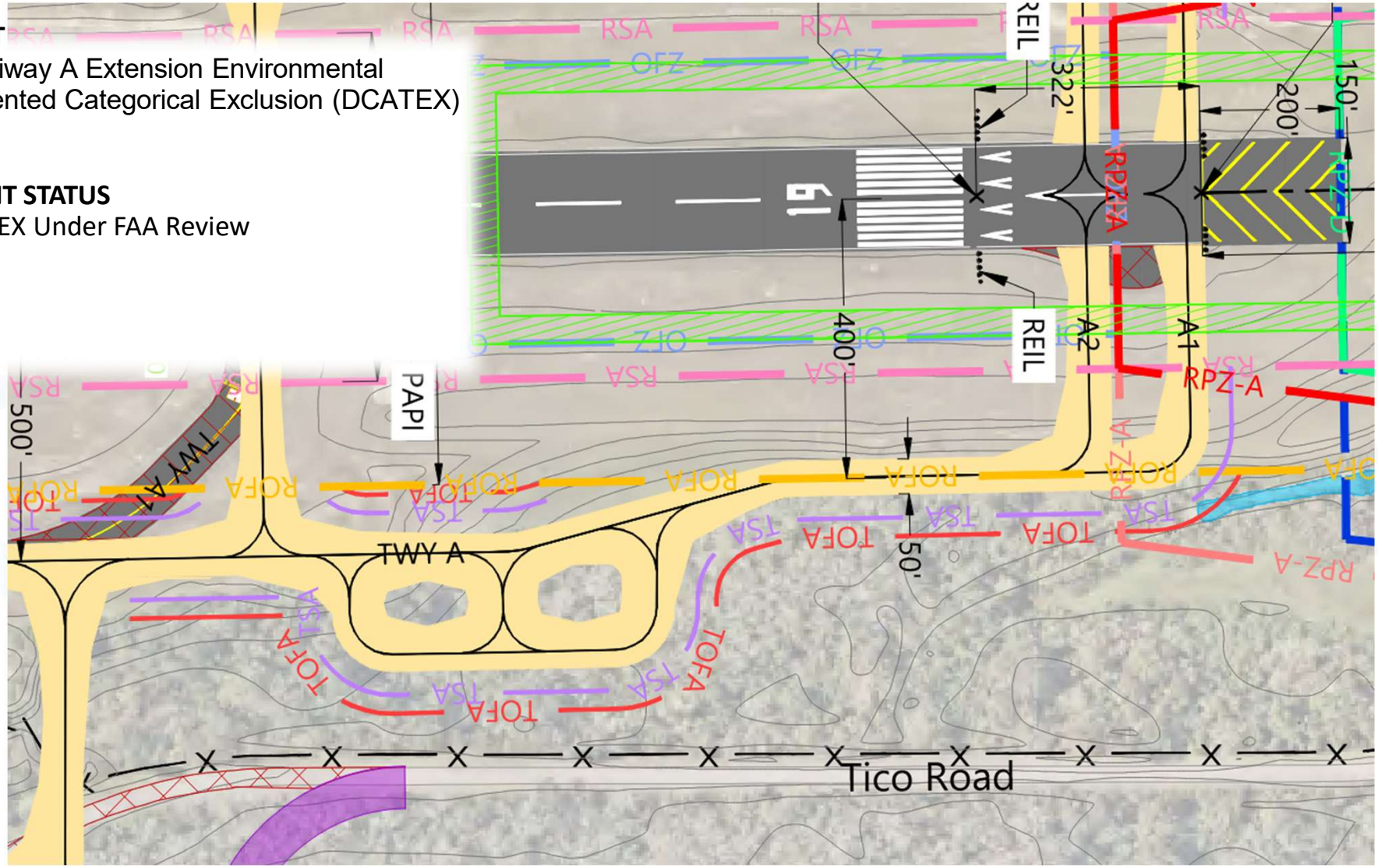
NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	VMA
DRAWN BY:	JB
CHECKED BY:	UO
APPROVED BY:	RHH
DATE:	MAY 2026
FDOT FM NO.	438493-1
FAA AIP NO.	3-12-0080-042-2025
AVCON PROJECT NO.	2025.045.04

DRAWING
G101
SHEET 4 OF 157

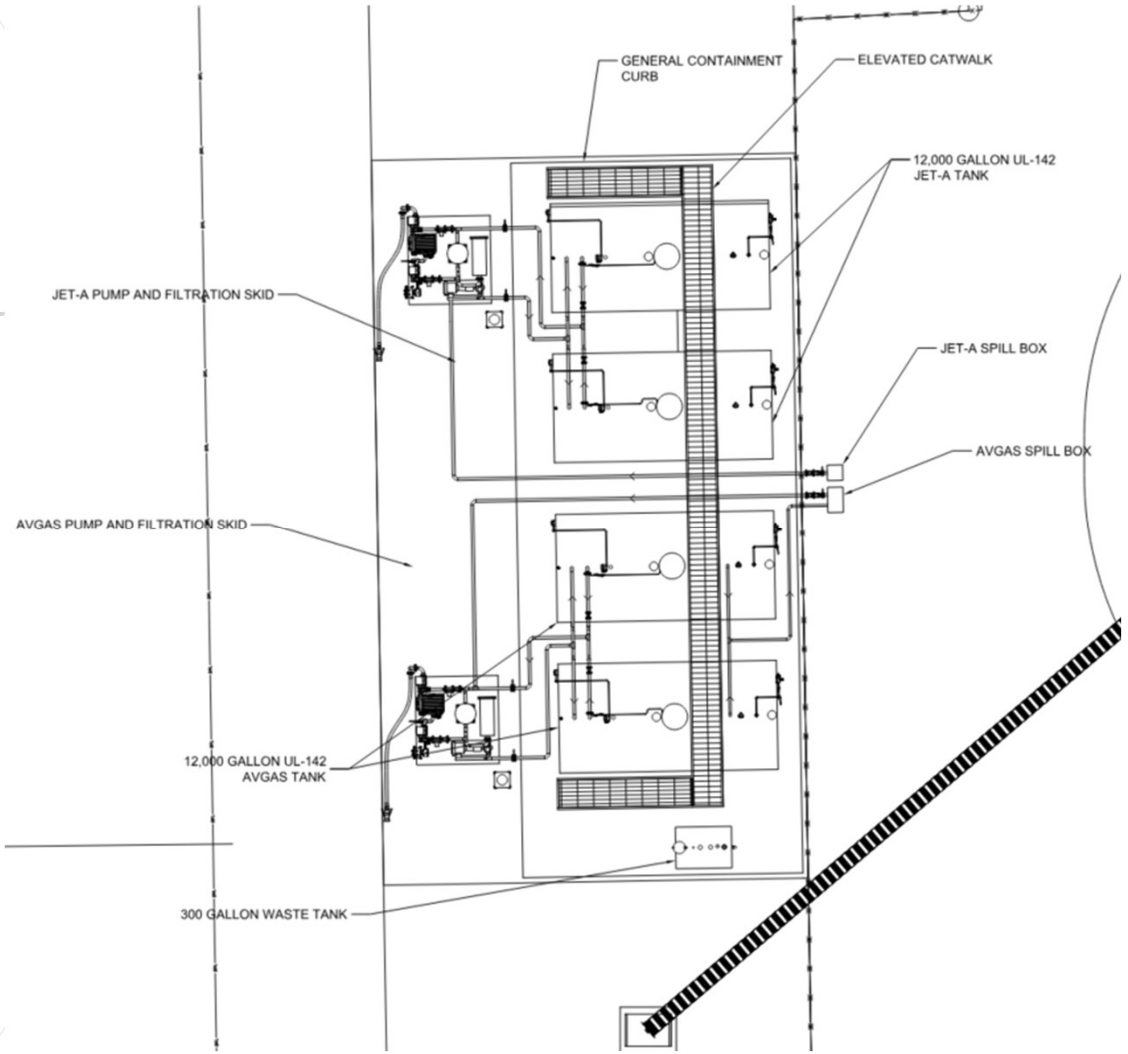
PROJECT
TIX Taxiway A Extension Environmental Documented Categorical Exclusion (DCATEX)

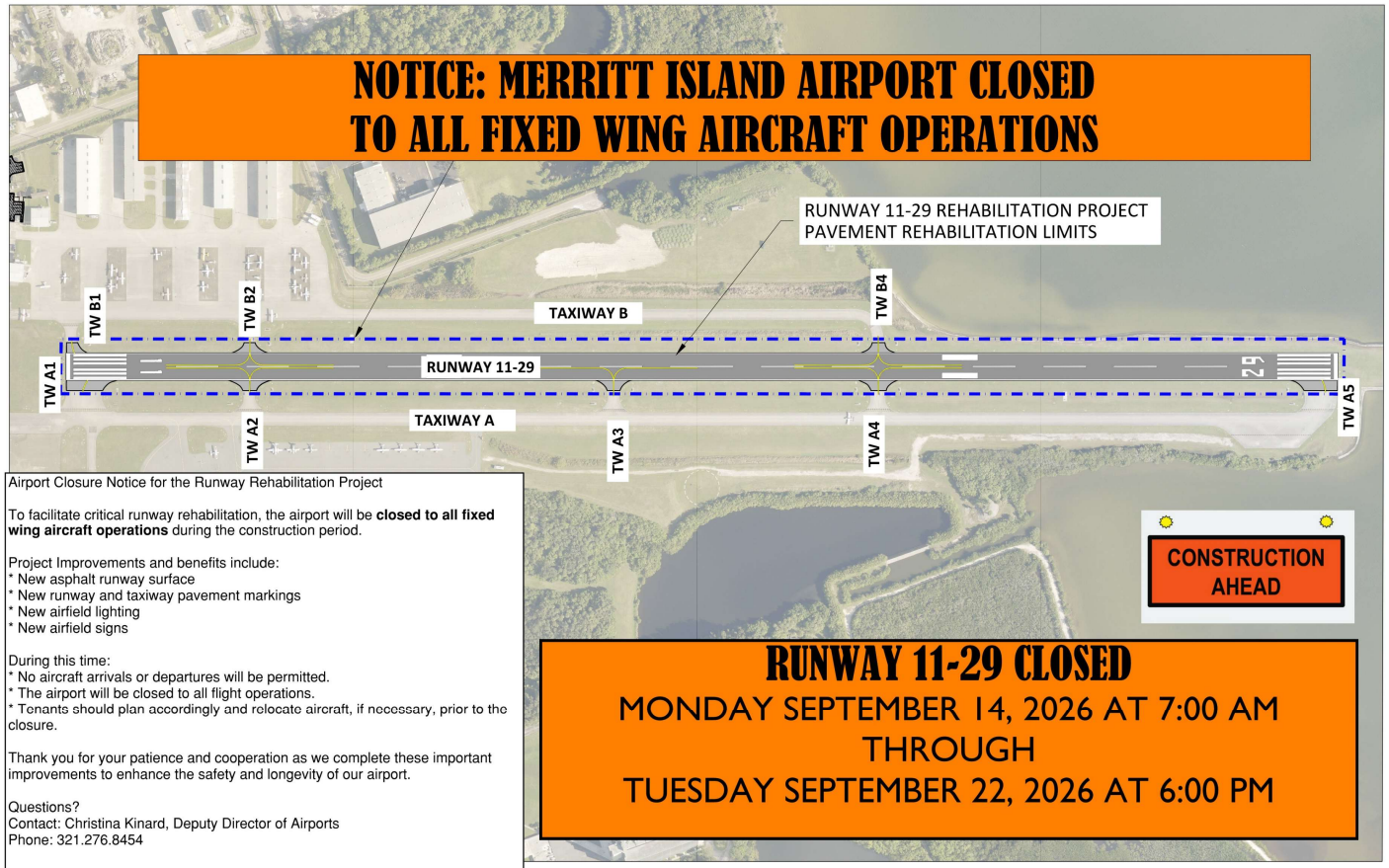
CURRENT STATUS
- DCATEX Under FAA Review



PROJECT
TIX Fuel Farm

CURRENT STATUS
- Design 90% Complete
- 90% Design September
- Bidding Fall 2026
- Construction Summer 2027





PROJECT: COI Runway 11/29 Rehabilitation

BUDGET: $5,082,458 (FAA, FDOT, and Local Funding)

CURRENT STATUS:

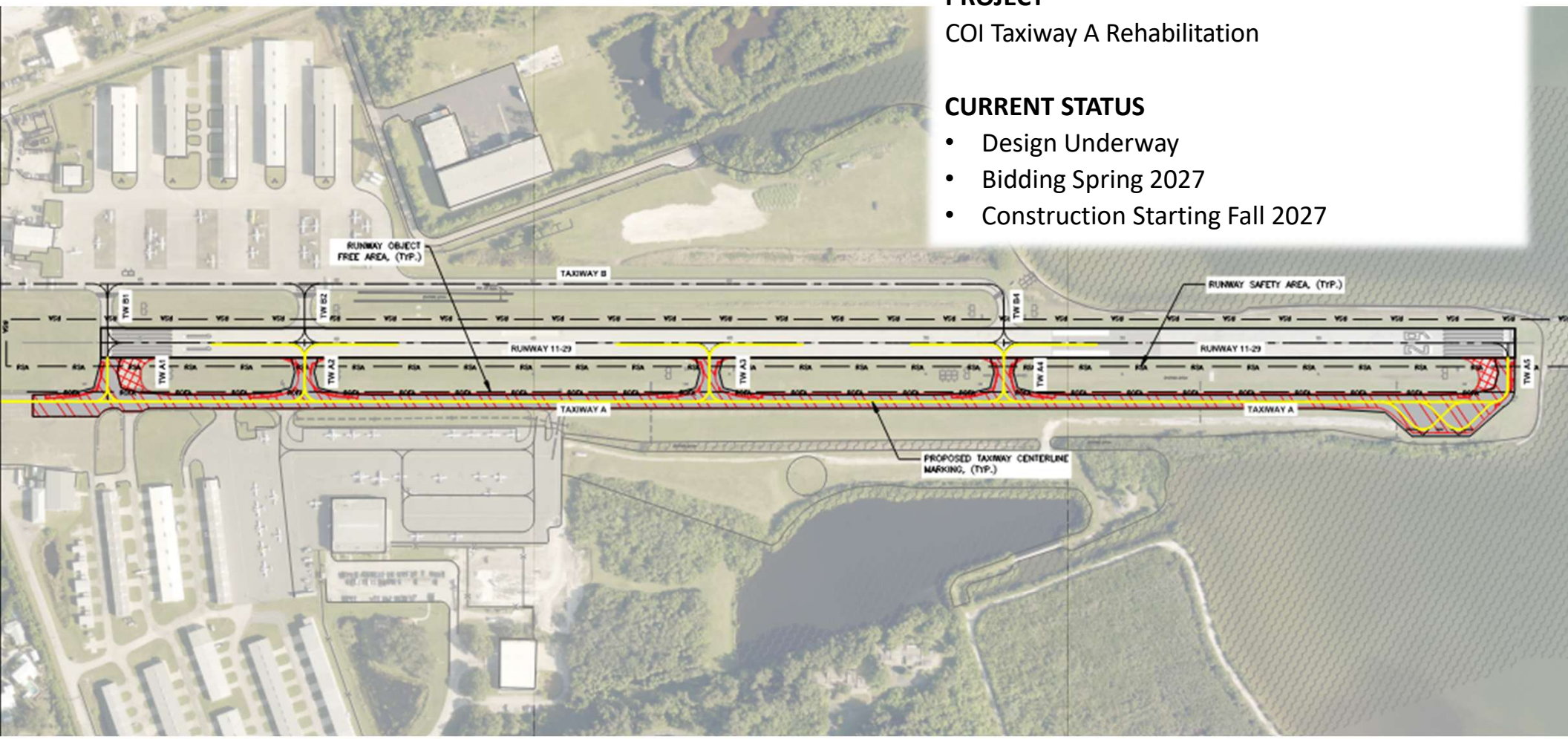
- Construction underway
- Night work through November

PROJECT

COI Taxiway A Rehabilitation

CURRENT STATUS

- Design Underway
- Bidding Spring 2027
- Construction Starting Fall 2027



PROJECT

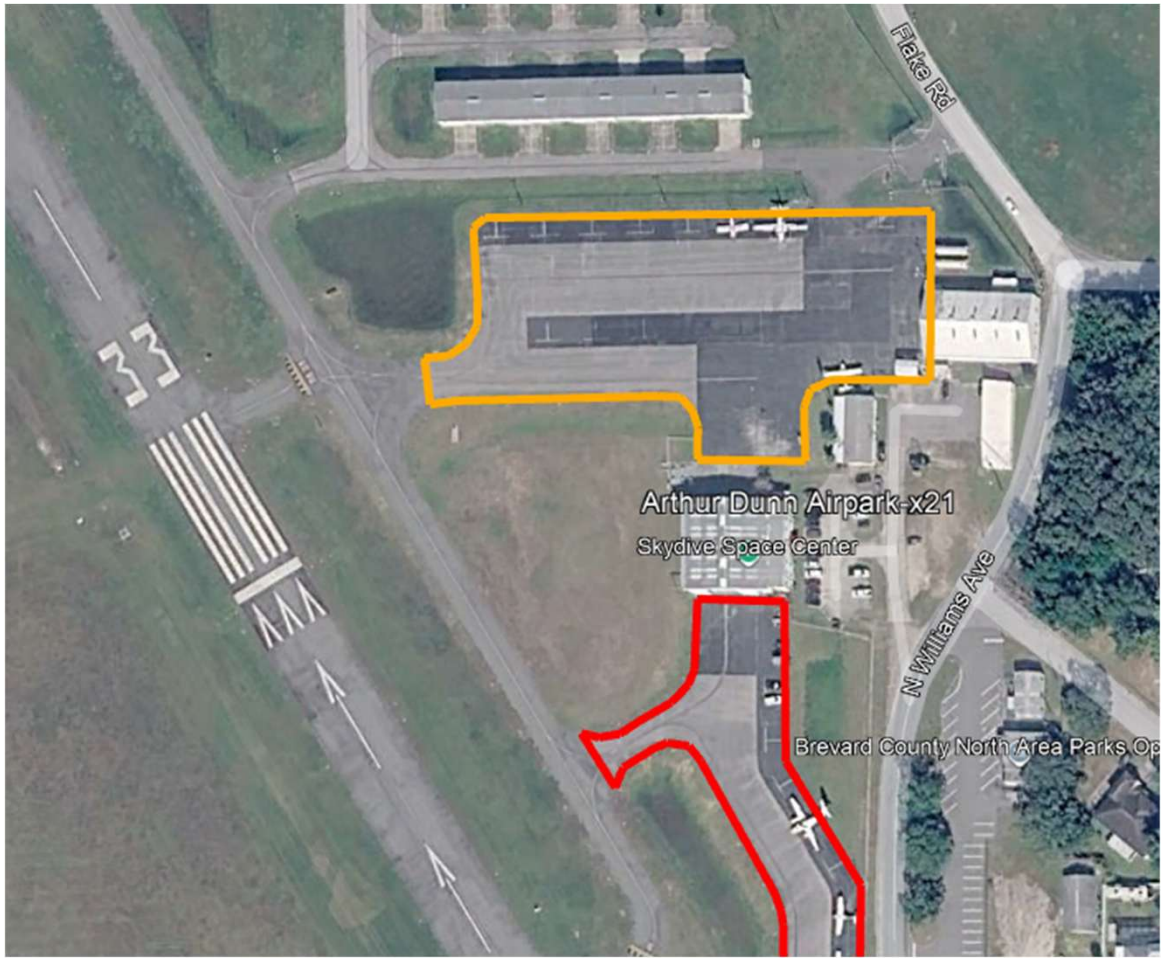
X21 FBO Apron Rehabilitation

BUDGET

$270,000

CURRENT STATUS

- 30% Design Complete
- Construction grant anticipated in 2027.

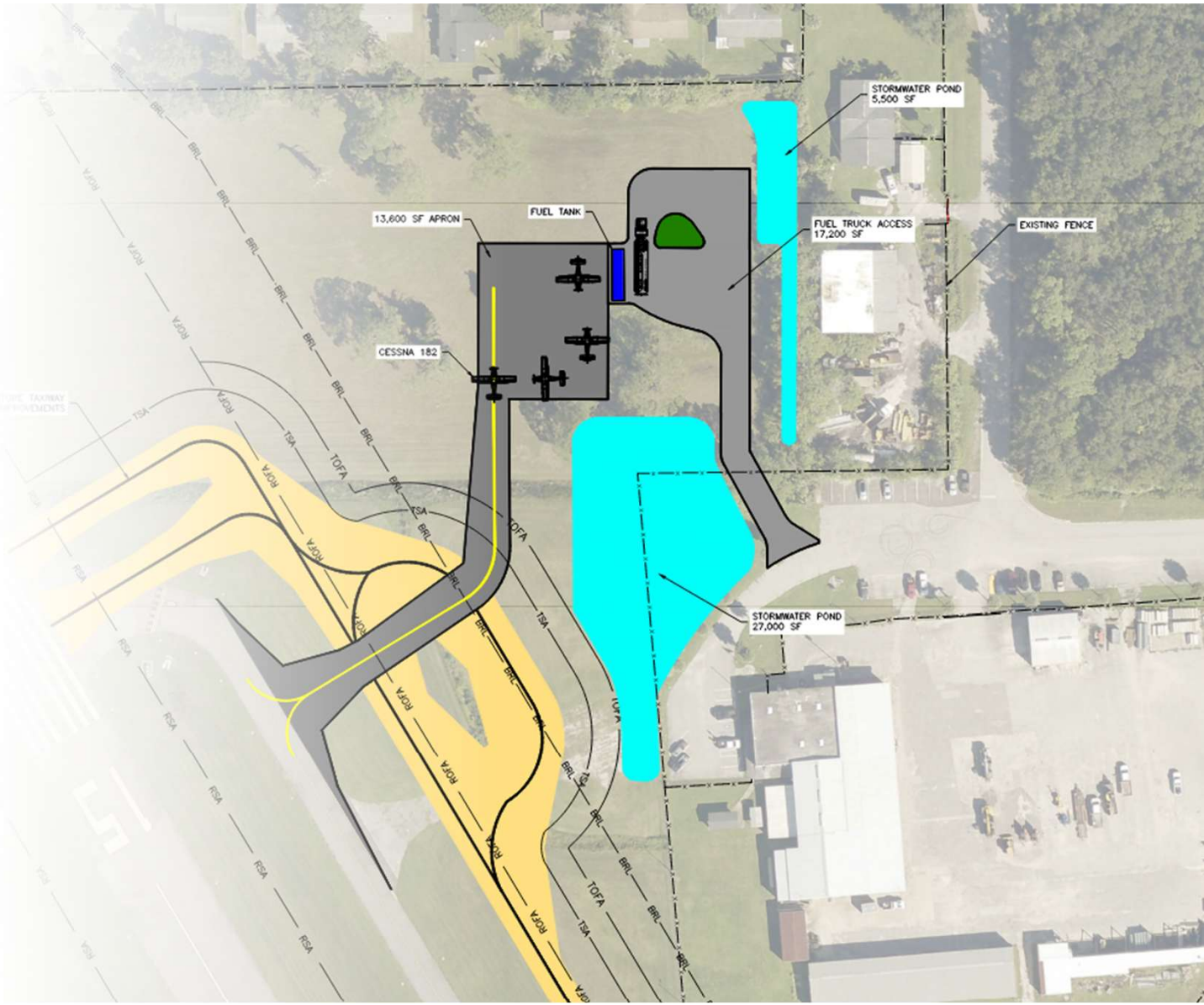


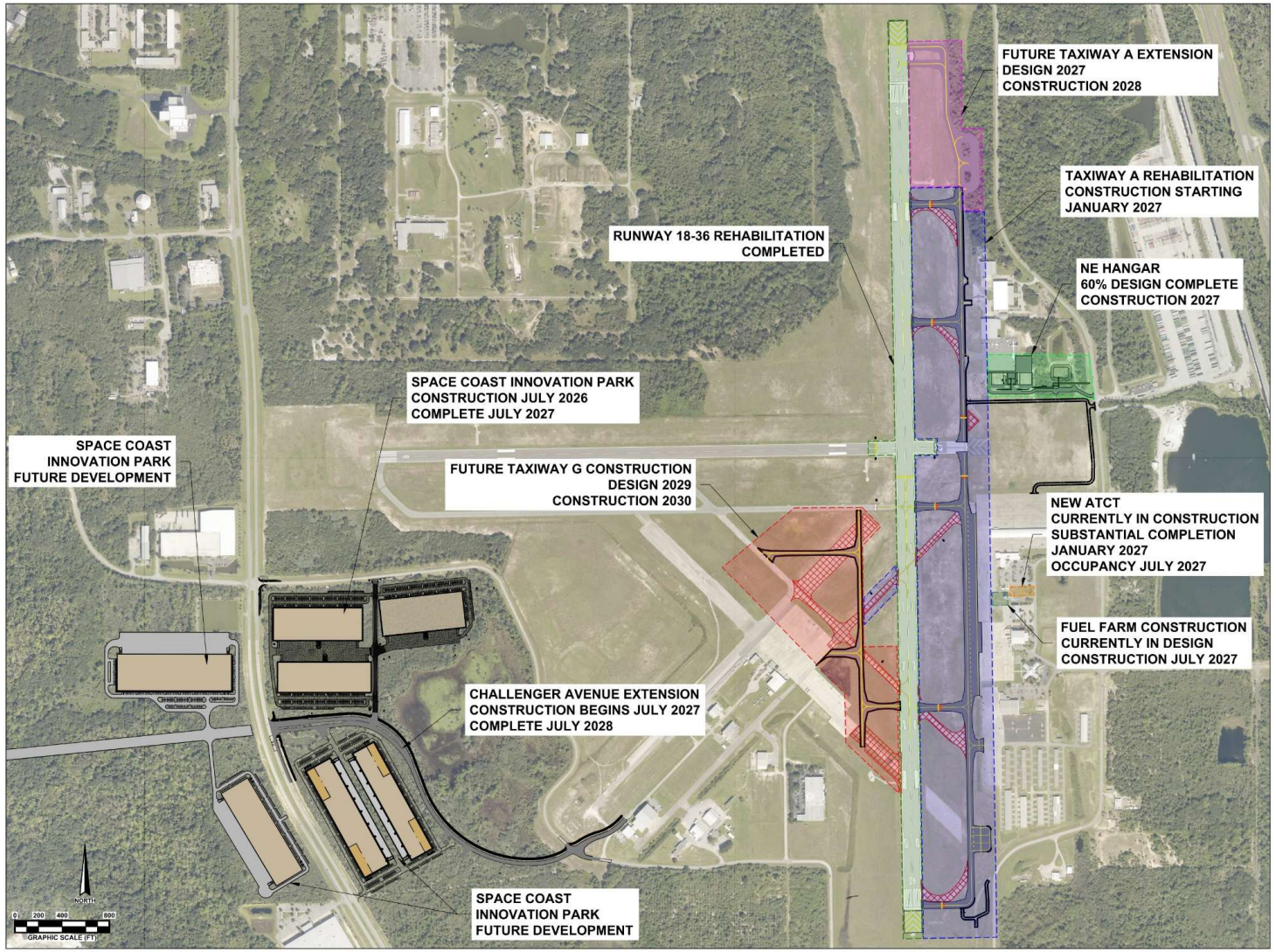
PROJECT

X21 Fuel Farm and Site Development

CURRENT STATUS

- Design Underway
- Bidding Spring 2027
- Construction Fall 2027





XREFS: ExMar_tb x2504504_aerial x2504504_dwm x2504504_Geomtrytch x2504504_Marking x2504504_Marking x2504504_Geometry CHALLENGER RD BUILDINGS SpaceCoastInnovationPark_eastsandsouth SpaceCoastInnovationPark_east v SURV
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FLY SPACE COAST
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TIX, COI, X21

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SPACE COAST
REGIONAL AIPORT
TITUSVILLE, FLORIDA

TIX - OVERALL
PROJECT MAP

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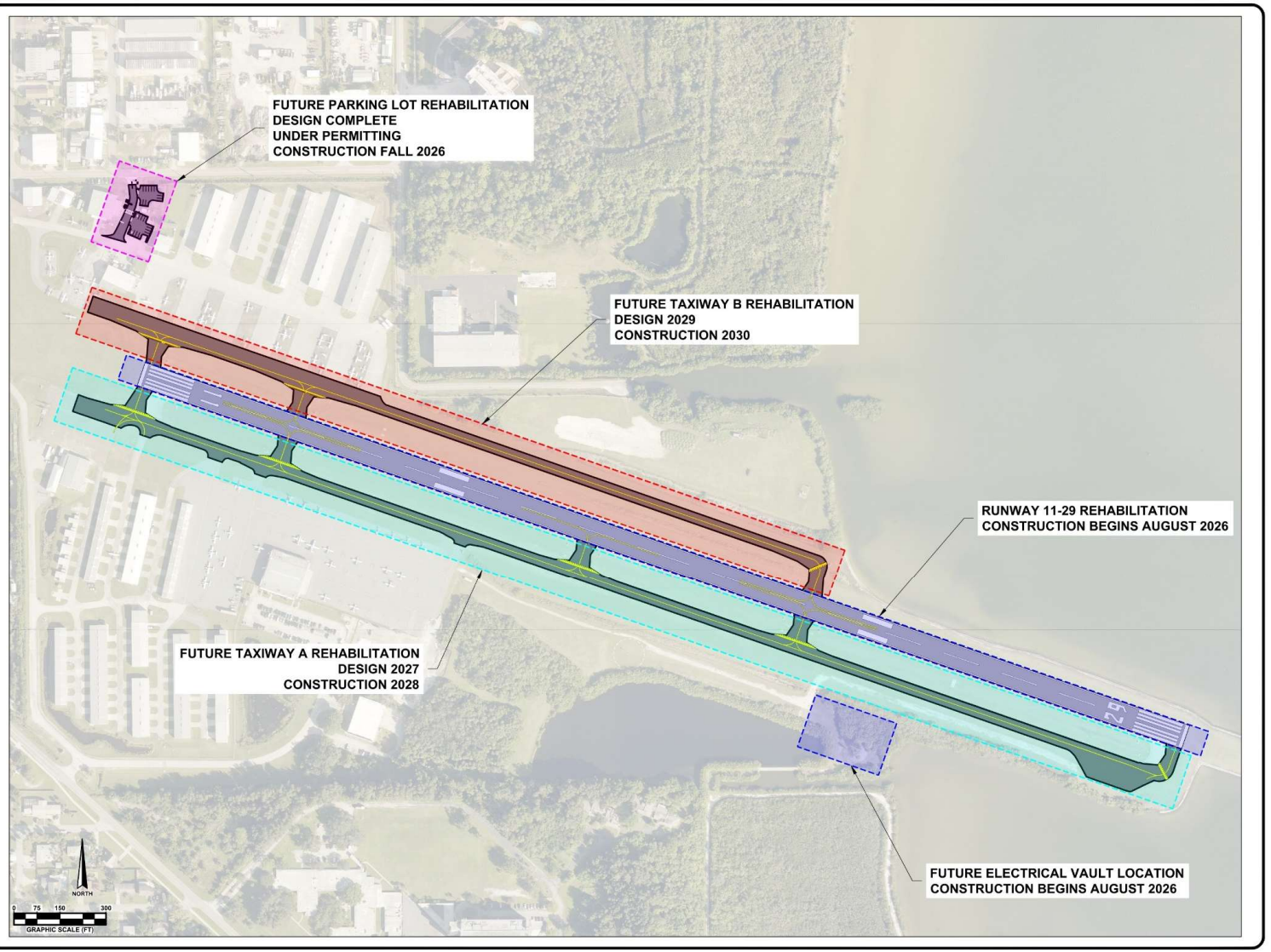
REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: JWB
DRAWN BY: JWB
CHECKED BY: UO
APPROVED BY: RKH
DATE: JUNE 2026

CADD: TIX OVERALL PROJECTS MAP

EX-01



XREFS: ExhibA_tb v2504525_aerial v2504525_marking v2504525_geotiadh v2504525_geom
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TIX, COI, X21

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MERRITT ISLAND AIRPORT
MERRITT ISLAND, FLORIDA

COI - OVERALL PROJECT MAP

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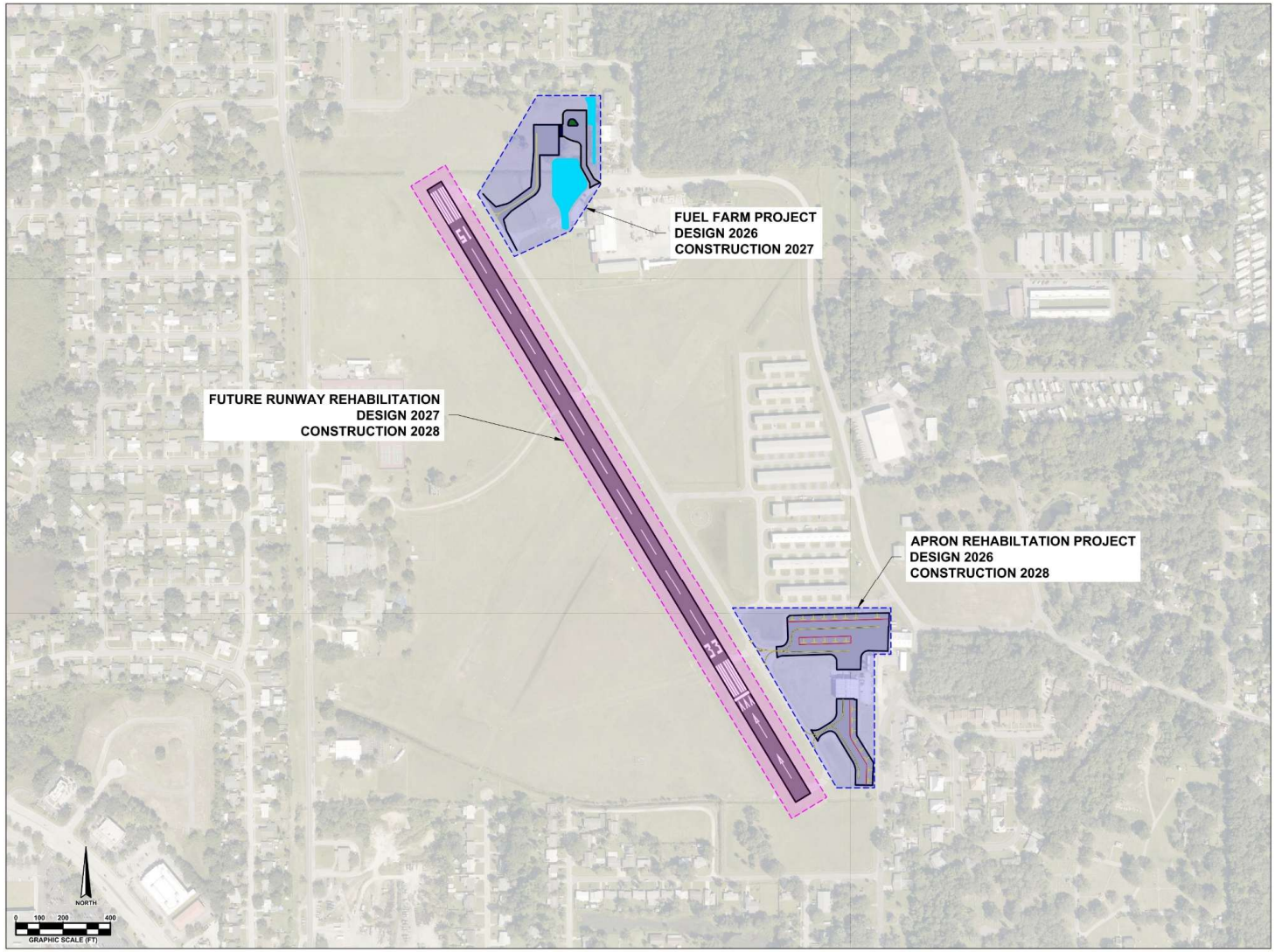
REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	JWB
DRAWN BY:	JWB
CHECKED BY:	UO
APPROVED BY:	RKH
DATE:	JUNE 2026

CADD: COI OVERALL PROJECTS MAP

EX-01



FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

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ARTHUR DUNN AIRPARK
TITUSVILLE, FLORIDA

X21 - OVERALL PROJECT MAP

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REVISIONS:

NO.	DATE	BY	DESCRIPTION

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DRAWN BY:	JWB
CHECKED BY:	UO
APPROVED BY:	RKH
DATE:	JUNE 2026

CADD: X21 OVERALL PROJECT MAP

EX-01

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TITUSVILLE COCOA AIRPORT AUTHORITY
CHECK REGISTER AUGUST 2026

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	8312	08/07/2026	707.84
Ag-Pro Companies	Bill Pmt -Check	8313	08/07/2026	929.52
Allen Enterprises, Inc.	Bill Pmt -Check	8314	08/07/2026	2,284.87
Amazon Capital services	Bill Pmt -Check	8315	08/07/2026	486.21
AT&T Internet	Bill Pmt -Check	8316	08/07/2026	86.40
Austin Pride Electric, LLC	Bill Pmt -Check	8317	08/07/2026	35,137.50
AT&T	Bill Pmt -Check	8318	08/07/2026	362.70
AVCON	Bill Pmt -Check	8319	08/07/2026	14,871.57
AVCON	Bill Pmt -Check	8320	08/07/2026	4,174.45
AVCON	Bill Pmt -Check	8321	08/07/2026	2,205.33
AVCON	Bill Pmt -Check	8322	08/07/2026	815.67
AVCON	Bill Pmt -Check	8323	08/07/2026	22,253.40
AVCON	Bill Pmt -Check	8324	08/07/2026	16,120.70
AVCON	Bill Pmt -Check	8325	08/07/2026	17,547.32
AVCON	Bill Pmt -Check	8326	08/07/2026	46,167.30
AVCON	Bill Pmt -Check	8327	08/07/2026	39,222.47
AVCON	Bill Pmt -Check	8328	08/07/2026	887.96
Brevard Uniform Co	Bill Pmt -Check	8329	08/07/2026	78.89
City Of Titusville	Bill Pmt -Check	8330	08/07/2026	2,271.52
Culligan	Bill Pmt -Check	8331	08/07/2026	99.90
Dish	Bill Pmt -Check	8332	08/07/2026	92.12
East Coast Fence & Guardrail	Bill Pmt -Check	8333	08/07/2026	1,524.40
Florida Coast Equipment	Bill Pmt -Check	8334	08/07/2026	180.90
FPL	Bill Pmt -Check	8335	08/07/2026	1,185.18
InterFlight Global Corporation	Bill Pmt -Check	8336	08/07/2026	975.00
Keepem Runnin, LLC	Bill Pmt -Check	8337	08/07/2026	28.74
Konica Minolta Business Solutions	Bill Pmt -Check	8338	08/07/2026	609.26
L&B Commerical Cleaning LLC	Bill Pmt -Check	8339	08/07/2026	3,116.62
LOWE'S	Bill Pmt -Check	8340	08/07/2026	89.08
Nix Pest Management	Bill Pmt -Check	8341	08/07/2026	200.00
Safety-Kleen Systems, Inc	Bill Pmt -Check	8342	08/07/2026	412.50
Southeast Services of CFL Inc.	Bill Pmt -Check	8343	08/07/2026	3,460.00
Stanley Steemer	Bill Pmt -Check	8344	08/07/2026	1,788.00
T's Handyman Service	Bill Pmt -Check	8345	08/07/2026	6,924.50
The Quotient Group	Bill Pmt -Check	8346	08/07/2026	1,500.00
Waste Management	Bill Pmt -Check	8347	08/07/2026	493.06
Watkins Oil	Bill Pmt -Check	8348	08/07/2026	1,579.22
Konica Minolta Business Solutions	VOID	7747	08/05/2026	-600.96
Konica Minolta Business Solutions	Bill Pmt -Check	8349	08/07/2026	600.96
David Williams	Bill Pmt -Check	8350	08/07/2026	25.00
Dynamic Connectivity Corporation	Bill Pmt -Check	8351	08/07/2026	25.00
Richard L. Dingess	Bill Pmt -Check	8352	08/07/2026	550.00

TITUSVILLE COCOA AIRPORT AUTHORITY
CHECK REGISTER AUGUST 2026

Scott Wyman	Bill Pmt -Check	8353	08/07/2026	400.00
Dickerson Infrastructure, Inc	Bill Pmt -Check	8354	08/07/2026	525.00
Dickerson Infrastructure, Inc	Bill Pmt -Check	8355	08/07/2026	525.00
Infrastructure Consulting & Engineering	Bill Pmt -Check	8356	08/07/2026	9,024.89
Mission Square - 303301	Bill Pmt -Check	8357	08/21/2026	707.84
Standard Insurance Company	Bill Pmt -Check	8358	08/21/2026	771.38
Davis Vision	Bill Pmt -Check	8359	08/21/2026	74.98
Board of County Commissioners	Bill Pmt -Check	8360	08/21/2026	16,488.15
CHLIC	Bill Pmt -Check	8361	08/21/2026	467.77
AAAE	Bill Pmt -Check	8362	08/21/2026	325.00
Amazon Capital services	Bill Pmt -Check	8363	08/21/2026	373.74
AT&T	Bill Pmt -Check	8364	08/21/2026	1,104.81
AT&T Business	Bill Pmt -Check	8365	08/21/2026	907.66
AT&T Mobility	Bill Pmt -Check	8366	08/21/2026	433.22
Black's Spray Service, Inc	Bill Pmt -Check	8367	08/21/2026	182.00
Brady Industries, LLC	Bill Pmt -Check	8368	08/21/2026	745.95
Brevard Uniform Co	Bill Pmt -Check	8369	08/21/2026	52.60
City of Cocoa	Bill Pmt -Check	8370	08/21/2026	363.88
Dickerson Infrastructure, Inc	Bill Pmt -Check	8371	08/21/2026	3,325.00
Florida Coast Equipment	Bill Pmt -Check	8372	08/21/2026	477.86
FPL	Bill Pmt -Check	8373	08/21/2026	3,612.90
FPL	Bill Pmt -Check	8374	08/21/2026	5,176.91
FPL	Bill Pmt -Check	8375	08/21/2026	1,438.04
FPL	Bill Pmt -Check	8376	08/21/2026	907.34
Graphic Press	Bill Pmt -Check	8377	08/21/2026	15.00
Home Depot Credit Services	Bill Pmt -Check	8378	08/21/2026	2,125.45
Keepem Runnin, LLC	Bill Pmt -Check	8379	08/21/2026	268.15
Konica Minolta Business Solutions	Bill Pmt -Check	8380	08/21/2026	199.20
Lacy's Lock	Bill Pmt -Check	8381	08/21/2026	320.00
NAPA Auto Parts	Bill Pmt -Check	8382	08/21/2026	21.81
Paratec Door Solutions, Inc	Bill Pmt -Check	8383	08/21/2026	520.00
Petty Cash / Sue Williams	Bill Pmt -Check	8384	08/21/2026	253.33
Pitney Bowes Bank Inc Purchase Power	Bill Pmt -Check	8385	08/21/2026	200.00
Pitney Bowes Global Financing Services	Bill Pmt -Check	8386	08/21/2026	210.51
Robertson's Lawns Inc	Bill Pmt -Check	8387	08/21/2026	1,000.00
Simply Stripe LLC	Bill Pmt -Check	8388	08/21/2026	875.00
T's Handyman Service	Bill Pmt -Check	8389	08/21/2026	7,350.00
W&J Construction Corporation	Bill Pmt -Check	8390	08/21/2026	630,584.71
Watkins Oil	Bill Pmt -Check	8391	08/21/2026	1,725.34
Whitebird Attorneys at Law	Bill Pmt -Check	8392	08/21/2026	11,226.50
Jimmy Crawford	Bill Pmt -Check	8393	08/21/2026	25.00
Mason Conerly	Bill Pmt -Check	8394	08/21/2026	200.00
			Total	**937,002.02**

Titusville-Cocoa Airport Authority, Florida
FINANCIAL STATEMENTS
7/31/2026

Titusville-Cocoa Airport Authority
Statements of Net Position

	7/31/2026	9/30/2025
ASSETS		
Current Assets		
Cash and cash equivalents	$ (186,170)	$ 783,886
Restricted cash and cash equivalents	377,835	323,198
Accounts receivable	117,733	329,676
Accrued receivables	1,293,697	870,920
Reserve for Bad Debt	(1,268,330)	(845,554)
Leases receivable	89,604	89,604
Due from other governments	2,435,514	2,538,809
Prepaid expenses	123,858	107,277
Total current assets	2,983,741	4,197,817
Noncurrent capital assets		
Land	13,621,899	13,621,899
Buildings and improvements	37,707,996	37,529,957
Runways and lighting	46,044,490	47,042,017
Furniture, fixtures, and equipment	1,813,115	679,076
Vehicles	1,305,740	1,261,417
Construction in process	24,245,727	12,637,262
Accumulated depreciation	(39,576,900)	(37,364,293)
Lease receivables	19,813,311	19,813,311
Total noncurrent capital assets	104,975,377	95,220,646
Total assets	$ 107,959,117	$ 99,418,463
DEFFERED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions	$ 245,654	$ 245,654
Deferred outflow related to other post-employment benefits	15,072	15,072
Total deferred outflows of resources	$ 260,726	$ 260,726

Titusville-Cocoa Airport Authority
Statements of Net Position

	7/31/2026	9/30/2025
LIABILITIES		
Current liabilities		
Accounts payable	$ 229,080	$ 427,962
Retainage payable	442,530	295,354
Accrued expenses and other liabilities	1,058,895	1,529,958
Truist - Line of Credit	596,044	663,924
ST - Note payable - USATS Bldg 1	-	240,000
Refundable deposits	377,835	331,198
Unearned revenue	953,835	950,678
Compensated absences	159,649	175,623
Total current liabilities	3,817,868	4,614,696
Noncurrent liabilities		
Net pension liabilities	951,873	951,873
Other post-employment benefits liability	28,512	28,512
Total noncurrent liabilities	980,385	980,385
Total liabilities	$ 4,798,253	$ 5,595,081
DEFFERED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	305,740	305,740
Deferred inflows related to other post-employment benefits	5,488	5,488
Deferred inflows of leases	$ 16,925,301	$ 16,925,301
Total deferred inflows of resources	$ 17,236,529	$ 17,236,529
NET POSITION		
Net investment in capital assets	$ 84,545,195	$ 73,661,886
Restricted for airport improvements	995,081	995,081
Unrestricted	644,786	2,190,612
Total net position	$ 86,185,062	$ 76,847,579

Titusville-Cocoa Airport Authority
Statement of Revenues, Expenses and Changes in Net Position
For the Ten Months Ending July 31, 2026

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	$ 416,286	$ 664,287	$ 450,325	$ -	$ -	$ 1,530,898
Fixed base operations	78,880	177,744	87,082	-	-	343,706
Building, land, and other leases	86,866	337,499	1,851,897	91,582	-	2,367,844
Miscellaneous revenue	170	2,750	162,211	-	-	165,131
Total Operating Revenue	582,202	1,182,279	2,551,515	91,582	-	4,407,579
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	122,203	246,317	669,405	22,154	194,984	1,255,063
Professional services	(7,269)	(5,409)	11,117	971	136,971	136,381
Communications and utilities	14,747	54,871	91,865	-	37,853	199,336
Insurance	75,082	119,937	256,671	844	-	452,534
Marketing & website	-	-	280	76	32,837	33,193
Repairs and maintenance	104,212	95,162	307,990	-	14,279	521,643
Materials and supplies	11,414	10,834	30,642	6,873	49,657	109,420
Gain/Loss Dispose Fixed Asset	-	-	94,046	-	-	94,046
Bad debt expense	-	-	422,777	-	-	422,777
Total operating and maintenance expenses	320,389	521,712	1,884,793	30,918	466,581	3,224,393
Non-cash operating expenses						
Depreciation	219,988	622,042	1,355,809	68,491	-	2,266,330
Total operating expenses	540,377	1,143,754	3,240,602	99,409	466,581	5,490,723
Operating gain (loss)	41,825	38,526	(689,087)	(7,827)	(466,581)	(1,083,144)
Non-operating revenues (expenses)						
Interest income	-	-	-	-	1,102	1,102
Insurance Proceeds	-	-	81,671	-	-	81,671
Interest expense	-	-	(3,562)	-	(35,016)	(38,578)
Total non-operating revenues (expenses)	-	-	78,109	-	(33,914)	44,195
Gain (Loss) before contributions	41,825	38,526	(610,978)	(7,827)	(500,495)	(1,038,949)
Capital contributions	91,533	91,217	10,193,682	-	-	10,376,432
Change in net position	$ 133,358	$ 129,743	$ 9,582,704	$ (7,827)	$ (500,495)	9,337,483
Net position, beginning of year						76,847,579
Net position, July 31, 2026						$ 86,185,062

TITUSVILLE COCOA AIRPORT AUTHORITY
Budget to Actual Overview
July 2026

	Actual July 26	Budget Oct 25 - Sep 26	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	$ 10,376,431	$ -	
Aeronautical Revenue			
T-Hangar Leases	1,530,898	1,768,329	86.57%
Bldg Leases & Land Leases	1,318,059	1,489,279	88.50%
FBO Bldg, Land & Fuel Flowage	343,706	290,477	118.32%
Investment Fee	-	-	
Total Aeronautical Revenue	3,192,663	3,548,085	89.98%
Non-Aeronautical Revenue			
Bldg Leases	38,368	46,042	83.33%
Land Leases	818,521	418,656	195.51%
Storage Unit Leases	192,895	260,074	74.17%
Total Non-Aeronautical Revenue	1,049,785	724,772	144.84%
Misc. Income	131,086	2,500	5243.45%
Property Ins. Refund (VAC)	34,045		
Less: Grant Revenue	(10,376,431)		
Total Income	4,407,579	4,275,357	103.09%
Expense			
Fringe Benefits	450,925	539,830	83.53%
Operating Expenses			
Salaries & Wages	791,419	1,145,506	69.09%
Hiring Expenses	1,357	-	
Education & Training	11,361	17,500	64.92%
Professional Services	119,424	139,650	85.52%
Consulting Services	13,815	120,000	11.51%
Information Technology	3,143	7,300	43.05%
Contracted Services	50,123	57,000	87.94%
Insurance	452,533	539,176	83.93%
Office Equipment	6,792	12,900	52.65%
Office Services	6,513	11,600	56.15%
Memberships & Subscriptions	29,731	36,000	82.59%
Marketing	33,193	67,650	49.07%
Taxes, Permits & Fees	13,341	6,000	222.36%
Fuel Systems	30,088	30,000	100.29%
Repairs & Maintenance	471,525	614,354	76.75%
Utilities	199,337	204,100	97.67%
Capital Outlay	-	494,000	0.00%
Depreciation	2,266,330		
Bank Fees	22,954		
Gain/Loss Disposal Fixed Assets	94,046		
Bad Debt	422,777	-	

TITUSVILLE COCOA AIRPORT AUTHORITY
Budget to Actual Overview
July 2026

	Actual July 26	Budget Oct 25 - Sep 26	% Budget
Less: Depreciation	(2,266,330)		
Total Expense	3,224,397	4,043,066	79.75%
Net Ordinary Income	1,183,182	232,291	509.35%
Other Income/Expense			
Other Income			
Interest Proceeds	81,671		
Interest Income	1,102	-	
Total Other Income	82,773	-	
Other Expense			
Development	1,293,462	110,695	1168.49%
Hangar Acquisition		-	0.00%
Contingency	-	121,596	0.00%
Interest Expense	38,578	-	
Fraudulent Expense	-	-	
Total Other Expense	1,332,041	232,291	573.44%
Net Other Income	(1,249,268)	(232,291)	537.80%
Net Income	$ (66,086)	$ 0	

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

ADJOURN