

Regular Meeting Agenda

January 10, 2022

Call to Order – 4:00pm

- Call to Order – Chairman
- Pledge of Allegiance
- Meeting Minutes
- Financial Report (December 2021 at February's Meeting)
- Agenda Approval
- Staff Reports
- Business Partner Updates
- Business Items –
 - Lease Amendment – Atlantic Aviation
 - Contract Award – Terminal Access – Phase I
- Public Comment – General
- Member Comments and Reports
- Adjournment

Meeting Agenda Approval –

Staff Reports –

Upcoming Items of Interest & Update of Projects –

- Review of 2021 –
 - Recovery
 - Capital Projects
 - Air Service
- Terminal Entrance Road –
 - Phase I – Contract Awards Agenda Item
 - Design Continues
- Legislative & Operational Update – (Carol Saviak)
 - Review of Local, State and National Items of Interest

Meeting Details

Business Partner Updates –

- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation
- Mr. Mike Thompson / Jamie Topp, SAAPA Liaison
- Mr. Nate McKendrick , NGC
- Ms. Tammy Albin, ATCT
- Mr. Doug Burnett, Airport Attorney

Agenda – Lease Amendment – Atlantic Aviation

Purpose & Scope –

- Letter of Intent for Lease Amendment for Terms of Hangar Removal

Obligations –

- Rent Reduction for Removed Facility \$38,916.84/year
- ROFR for Replacement Parking
- ROFR for Eastside FBO Replacement Development
- Acknowledgment that Fuel Account is Now Current

Agenda – Lease Amendment – Atlantic Aviation

Revised Terms –

- ROFR more clearly defined and limited
- Prior draft language:
 - The Authority shall agree to extending a commercially reasonable first right of refusal to the Company, until January 1, 2036, under which it could develop any and all parcels identified in the current or any future ALP as sites for FBO and FBO-related development. The Authority shall provide the Company a commercially reasonable amount of time to exercise such first right of refusal.

Agenda – Lease Amendment – Atlantic Aviation

Revised Terms –

- ROFR more clearly defined and limited
- New draft language:

Lessor acknowledges that the aforementioned relinquishment of the Demised Premises has resulted in a reduction in Lessee's hangar storage capacity necessary to support the general aviation community at the Airport and a loss of revenue to the Lessee. As consideration for such losses and inducement for Lessee to terminate existing hangar leases with its customers and otherwise cooperate with Lessor, Lessor agrees to offer Lessee a right of first refusal in the event Lessor initiates, in the future, development of parcels identified in any current or future Airport Layout Plan ("ALP") at the Airport ("Future Development"), such right of first refusal subject the following terms:

- (1) Lessee would have the right of first refusal under this Section [] to ground lease land at fair market value and develop up to a 25,000 square foot hangar at Lessee's sole and exclusive expense on land identified on the attached exhibit and, should Lessee not exercise this right of first refusal before the Lessor proceeds with relocating Hawkeye View Lane, which is anticipated to occur in three (3) years, then Lessee's right of first refusal shall be relocatable from the initial designated location to land within the attached exhibit.
- (2) Lessor will deliver to Lessee a good faith written proposal for the FBO Future Development that includes the terms and conditions under which a lessee of such FBO Future Development would be subject including, without limitation, pricing, length of term, permitted use and capital improvement requirements ("Written Proposal").
- (3) Within a reasonable time following receipt of the Written Proposal, Lessee will indicate its desire to further contract with Lessor for the Future Development. In the event Lessee determines that it does not desire to enter into an agreement with Lessor for such Future Development, then Lessor may solicit other entities for leasing and/or development of the parcels under substantially the same terms and conditions as the Written Proposal. In the event Lessee and Lessor agree to the terms of the Written Proposal, as may be amended by mutual agreement of the parties, the parties will use good faith efforts to enter into a definitive lease agreement for the Future Development.
- (4) The right of first refusal under this Section [] shall expire on January 1, 2036.
- (5) Nothing shall operate or be constructed to be an extension of Lessee's right under the Lease, even as amended by this Section [], for a maximum term beyond January 1, 2036. Even if a right of first refusal and Written Proposal is accepted by Lessee, Lessor shall not be obligated to extend the term of the Lease or the Written Proposal beyond January 1, 2036.
- (6) This Section [] shall not apply to Lessor initiated Future Development of FBO or FBO-related services that are intended for use of Lessor or which are developed or planned for development to facilitate Lessor operating as an FBO or as the exclusive FBO.

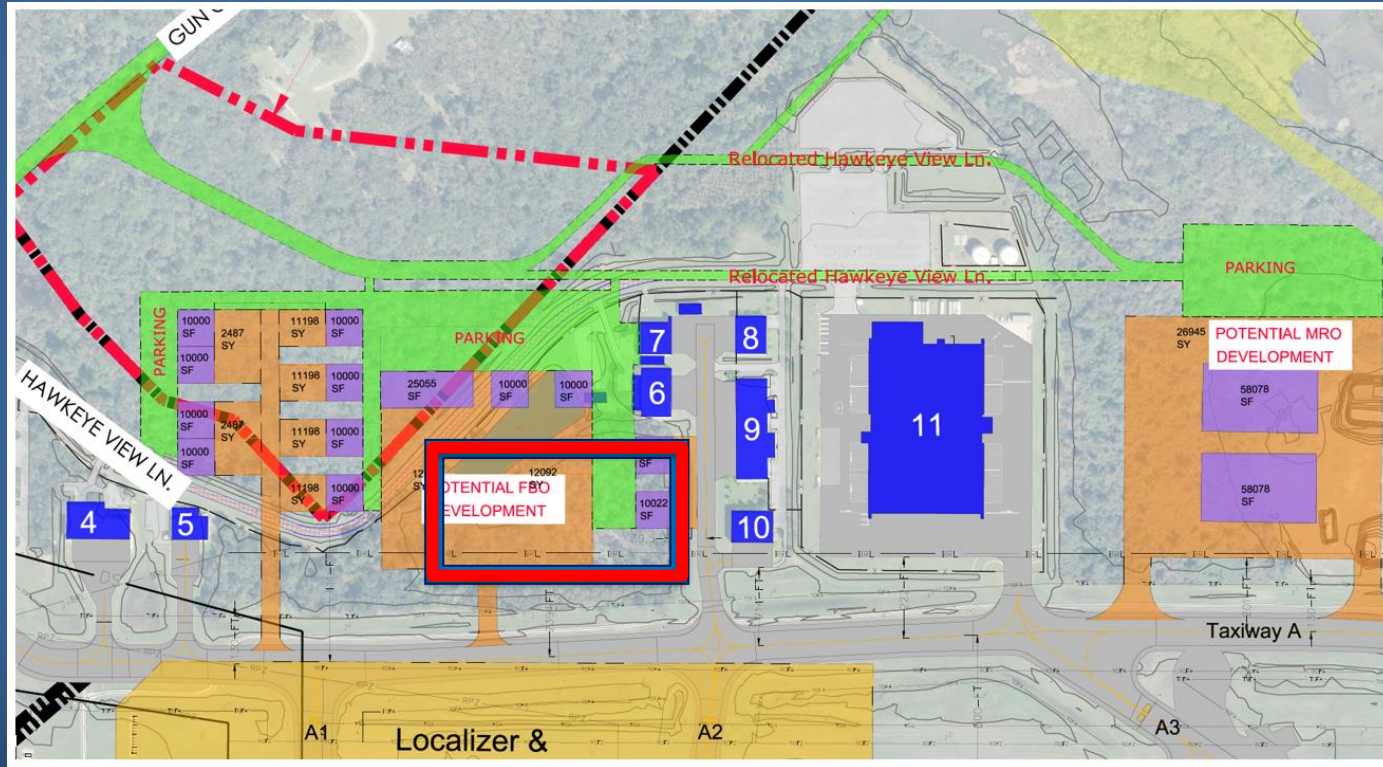
Agenda – Lease Amendment – Atlantic Aviation

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Agenda — Lease Amendment — Atlantic Aviation



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Agenda – Lease Amendment – Atlantic Aviation

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Agenda – Lease Amendment – Atlantic Aviation

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Agenda – Lease Amendment – Atlantic Aviation

Purpose & Scope –

- Letter of Intent for Lease Amendment for Terms of Hangar Removal

Action –

- Approve Letter of Intent for Lease Amendment and Authorize Staff to negotiate and proceed with Lease Amendment

Board Discussion

Public Comment

Motion and Discussion

Action

Agenda – Contract Award – Terminal Access – Phase I

GA Terminal Parking Lots

- 5 Bids Received
- Recommendation for Award:
 - **P&S Paving** (low bidder)
 - **\$358,065**
 - **Subject to FDOT Concurrence**

Bulk Hangar Demolition

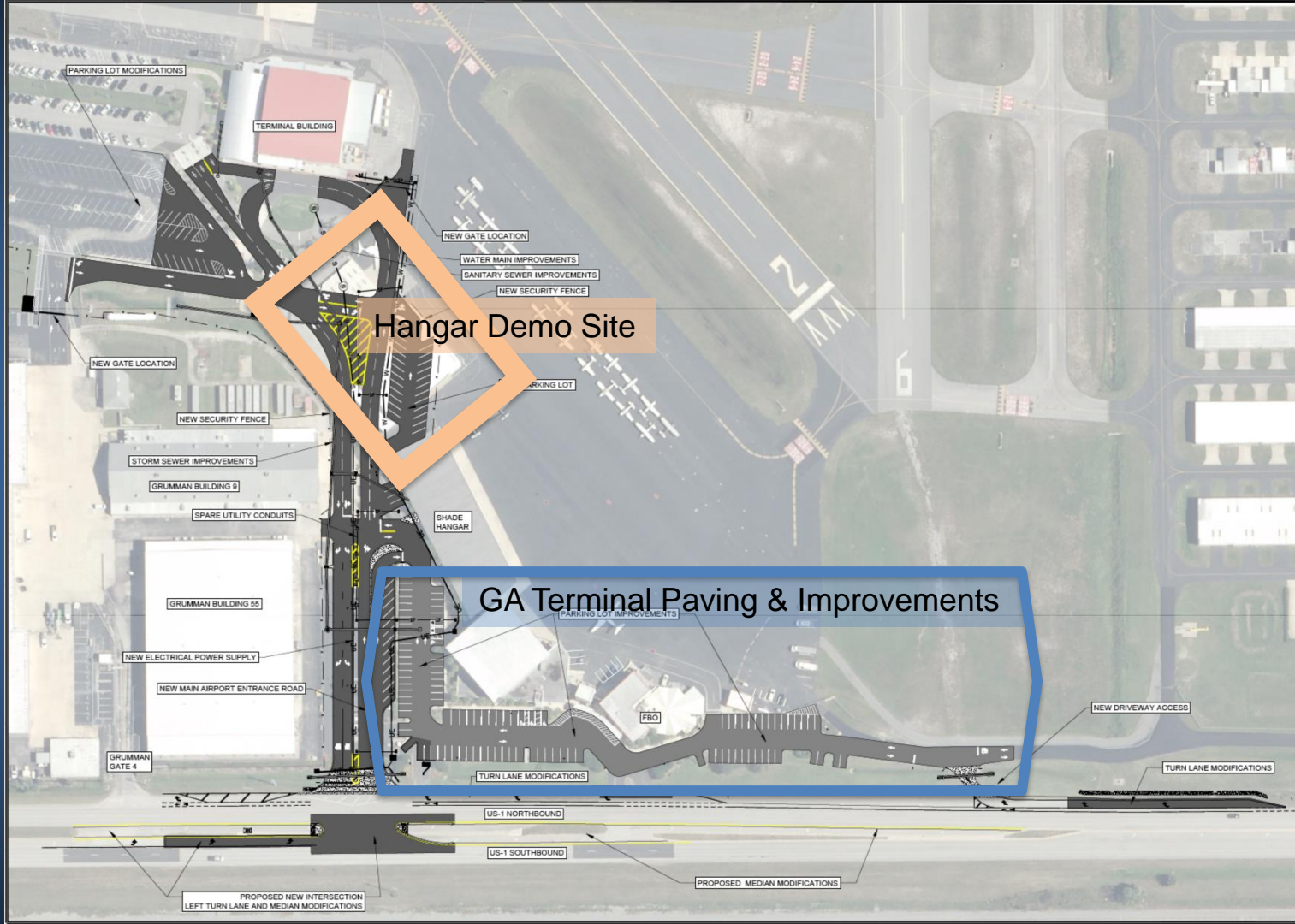
- 4 Bids Received
- Recommendation for Award:
 - **PAW** (low bidder)
 - **\$39,500**
 - **Subject to FDOT Concurrent**

Board Discussion

Public Comment

Motion and Discussion

Action



Hangar Demo Site

GA Terminal Paving & Improvements

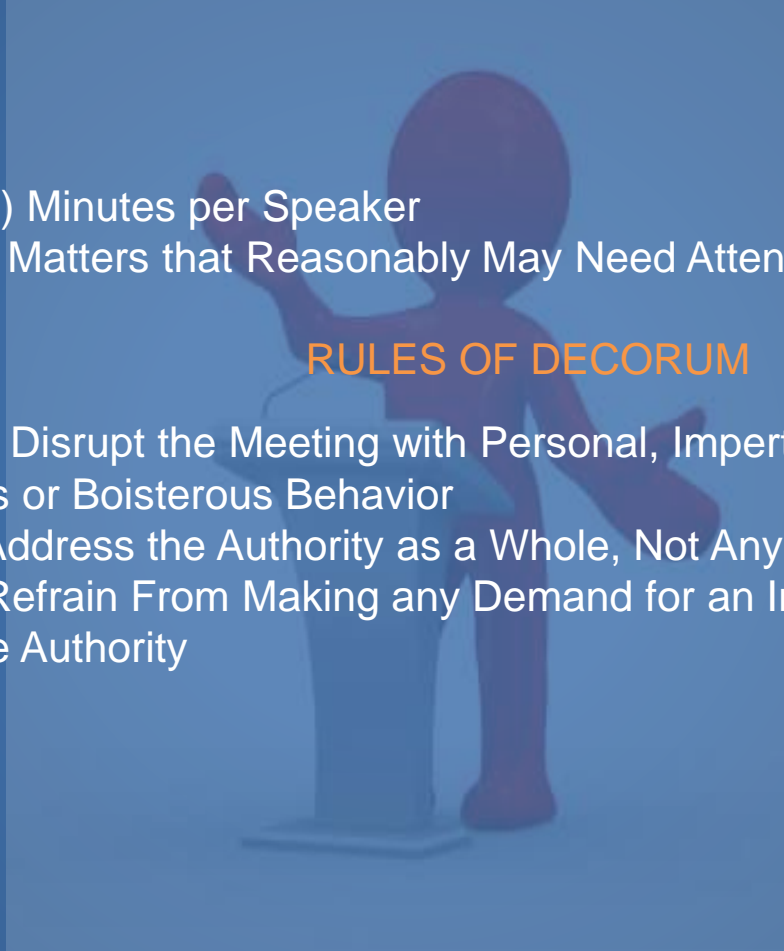
Public Comments

General

- Three (3) Minutes per Speaker
- Address Matters that Reasonably May Need Attention of the Authority

RULES OF DECORUM

- May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior
- Please Address the Authority as a Whole, Not Any Individual Member
- Please Refrain From Making any Demand for an Immediate Response From the Authority



Authority Members

Comments and Reports

Ms. Reba Ludlow

- Aerospace Academy
- TPO

Mr. Robert Olson

- Business Planning

Ms. Suzanne Green

- EDC

Mr. Justin Mirgeaux

Mr. Bruce Maguire

Proposed Meeting Dates

- Regular Meeting – February 28th, @ 4pm

Adjournment



November 30, 2021

Mr. Edward R. Wuellner, Executive Director
St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, FL 32095

Reference: **Recommendation of Award**
 Mill & Overlay Parking Lots (Terminal Access Rd.)
 Northeast Florida Regional Airport (SGJ)
 FDOT FM No.: 441924-1
 PA Project Number 23000081.094D

Dear Mr. Wuellner:

Passero Associates has reviewed the five (5) bids that were received on November 18, 2021, at 2:00PM for the Mill & Overlay Parking Lots (Terminal Access Rd.) project at the Northeast Florida Regional Airport (SGJ). This letter serves as Passero Associates recommendation to award the construction contract to P&S Paving, Inc. of Daytona Beach, Florida.

Passero Associates performed a review of P&S Paving, Inc.'s responsibility by researching the following:

- A detailed analysis of the proposal submitted by P&S Paving, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- P&S Paving, Inc. is a licensed Certified General Contractor CGC 1507474 in the State of Florida. (Expires 8/31/2022)
- P&S Paving, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- P&S Paving, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- P&S Paving, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- P&S Paving, Inc. has been licensed with the State of Florida since January 1993 and has successful experience with similar projects.

A Bid Tabulation of the bids received is attached. P&S Paving, Inc. is the low bidder.

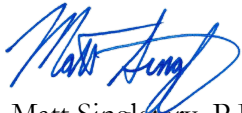
Based on all this information considered, Passero recommends that a construction contract be awarded to P&S Paving, Inc., in the amount of three hundred fifty-eight thousand sixty-five dollars and zero cents (\$358,065.00).

A copy of the updated Contract Agreement and Notice of Award are enclosed for your use and review.

If you have any questions or require additional information, please contact me.

Respectfully Submitted,

Passero Associates, LLC



Matt Singletary, P.E.
Project Manager

attach: Bid Tabulation
 Contract Agreement & Notice of Award

cc: Kevin Harvey, Operations Manager
 Andrew Holesko, Passero Associates
 Brad Wente, Passero Associates

PROJECT: Mill & Overlay Parking Lots (Terminal Acces

DATE: 18-Nov-2021

23000081.0094D

OWNER: St. Augustine, FL

ENGINEER: Passero Associates

BASE BID - Mill & Overlay Parking Lots (Terminal Access Rd.)															
				Engineer's Estimate		Halifax		J.D. Hinson		Besch & Smith		P&S Paving		CGC	
PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
C-103-8.1	Project Survey, Stakeout, And Record Drawing	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 30,000.00	\$ 30,000.00	\$ 13,455.00	\$ 13,455.00	\$ 36,474.06	\$ 36,474.06	\$ 12,750.00	\$ 12,750.00	\$ 9,000.00	\$ 9,000.00
C-107-4.1	Maintenance & Protection of Traffic	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,182.50	\$ 20,182.50	\$ 35,934.95	\$ 35,934.95	\$ 15,000.00	\$ 15,000.00	\$ 9,492.00	\$ 9,492.00
FDOT 101	Mobilization	1	LS	\$ 49,248.00	\$ 49,248.00	\$ 60,000.00	\$ 60,000.00	\$ 57,442.50	\$ 57,442.50	\$ 51,125.31	\$ 51,125.31	\$ 22,000.00	\$ 22,000.00	\$ 89,798.00	\$ 89,798.00
FDOT 104	Silt Fence	900	LF	\$ 5.00	\$ 4,500.00	\$ 2.50	\$ 2,250.00	\$ 2.53	\$ 2,277.00	\$ 4.69	\$ 4,221.00	\$ 2.25	\$ 2,025.00	\$ 2.55	\$ 2,295.00
FDOT 105	Contractor Quality Control Program and Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,325.00	\$ 6,325.00	\$ 19,668.50	\$ 19,668.50	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00
FDOT 110	Miscellaneous Demolition (All Items not Specified Elsewhere, Including Signs, Lights, Hedges, Curb, Concrete Foundations and All Sawcutting)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 33,033.18	\$ 33,033.18	\$ 44,453.40	\$ 44,453.40	\$ 35,000.00	\$ 35,000.00	\$ 40,184.00	\$ 40,184.00
FDOT 120	Unclassified Excavation	200	CY	\$ 20.00	\$ 4,000.00	\$ 225.00	\$ 45,000.00	\$ 33.64	\$ 6,728.00	\$ 134.07	\$ 26,814.00	\$ 56.00	\$ 11,200.00	\$ 10.25	\$ 2,050.00
FDOT 160	12-Inch Subgrade Stabilization	640	SY	\$ 10.00	\$ 6,400.00	\$ 20.00	\$ 12,800.00	\$ 25.30	\$ 16,192.00	\$ 27.39	\$ 17,529.60	\$ 22.00	\$ 14,080.00	\$ 26.00	\$ 16,640.00
FDOT 210	Reworking Limerock Base (Engineer's Discretion)	100	SY	\$ 5.00	\$ 500.00	\$ 50.00	\$ 5,000.00	\$ 26.71	\$ 2,671.00	\$ 45.55	\$ 4,555.00	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00
FDOT 285	6-Inch Limerock Base Course	640	SY	\$ 20.00	\$ 12,800.00	\$ 20.00	\$ 12,800.00	\$ 25.30	\$ 16,192.00	\$ 36.05	\$ 23,072.00	\$ 26.00	\$ 16,640.00	\$ 29.00	\$ 18,560.00
FDOT 327	Asphalt Pavement Milling (2-Inches or Less)	5,000	SY	\$ 3.00	\$ 15,000.00	\$ 5.00	\$ 25,000.00	\$ 4.43	\$ 22,150.00	\$ 4.31	\$ 21,550.00	\$ 5.75	\$ 28,750.00	\$ 4.00	\$ 20,000.00
FDOT 334	FDOT SP-12.5 Bituminous Asphalt Surface Course (2-Inch Depth) Traffic C	650	TON	\$ 175.00	\$ 113,750.00	\$ 200.00	\$ 130,000.00	\$ 154.33	\$ 100,314.50	\$ 150.17	\$ 97,610.50	\$ 135.00	\$ 87,750.00	\$ 116.00	\$ 75,400.00
FDOT 341	Asphalt Membrane Interlayer (Engineer's Discretion)	100	SY	\$ 10.00	\$ 1,000.00	\$ 100.00	\$ 10,000.00	\$ 63.25	\$ 6,325.00	\$ 61.55	\$ 6,155.00	\$ 21.75	\$ 2,175.00	\$ 75.00	\$ 7,500.00
FDOT 425	Type 9 Curb Inlet	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 12,850.00	\$ 12,850.00	\$ 7,090.90	\$ 7,090.90	\$ 9,498.91	\$ 9,498.91	\$ 13,250.00	\$ 13,250.00	\$ 8,200.00	\$ 8,200.00
FDOT 430	12"x18" Elliptical RCP	32	LF	\$ 150.00	\$ 4,800.00	\$ 225.00	\$ 7,200.00	\$ 238.00	\$ 7,616.00	\$ 525.52	\$ 16,816.64	\$ 225.00	\$ 7,200.00	\$ 200.00	\$ 6,400.00
FDOT 520	Concrete Curb, Type D	50	LF	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 67.28	\$ 3,364.00	\$ 50.61	\$ 2,530.50	\$ 95.00	\$ 4,750.00	\$ 90.00	\$ 4,500.00
FDOT 570	Performance Turf	1,500	SY	\$ 5.00	\$ 7,500.00	\$ 8.00	\$ 12,000.00	\$ 8.07	\$ 12,105.00	\$ 5.33	\$ 7,995.00	\$ 4.95	\$ 7,425.00	\$ 8.64	\$ 12,960.00
FDOT 700	Roadside Sign, Including Installation	3	EA	\$ 750.00	\$ 2,250.00	\$ 410.00	\$ 1,230.00	\$ 1,030.98	\$ 3,092.94	\$ 861.63	\$ 2,584.89	\$ 615.00	\$ 1,845.00	\$ 325.00	\$ 975.00
FDOT 710	Permanent Road Pavement Marking, All Colors	1,260	SF	\$ 7.00	\$ 8,820.00	\$ 3.00	\$ 3,780.00	\$ 6.33	\$ 7,975.80	\$ 4.84	\$ 6,098.40	\$ 3.25	\$ 4,095.00	\$ 2.25	\$ 2,835.00
521	Wheel Stop	106	EA	\$ 250.00	\$ 26,500.00	\$ 55.00	\$ 5,830.00	\$ 119.34	\$ 12,650.04	\$ 48.01	\$ 5,089.06	\$ 110.00	\$ 11,660.00	\$ 57.00	\$ 6,042.00
L-110-5.1	(2) 4-Inch Directionally Drilled HDPE Conduits	210	LF	\$ 50.00	\$ 10,500.00	\$ 70.00	\$ 14,700.00	\$ 48.70	\$ 10,227.00	\$ 47.39	\$ 9,951.90	\$ 33.00	\$ 6,930.00	\$ 45.00	\$ 9,450.00
L-110-5.2	(3) 2-Inch Directionally Drilled HDPE Conduits, Conduit Material Provided by FP&L	90	LF	\$ 30.00	\$ 2,700.00	\$ 70.00	\$ 6,300.00	\$ 36.05	\$ 3,244.50	\$ 35.08	\$ 3,157.20	\$ 27.50	\$ 2,475.00	\$ 33.00	\$ 2,970.00
L-110-5.3	3-Inch Sch. 40 PVC conduit installed in trench	10	LF	\$ 30.00	\$ 300.00	\$ 50.00	\$ 500.00	\$ 31.63	\$ 316.30	\$ 30.77	\$ 307.70	\$ 55.00	\$ 550.00	\$ 30.00	\$ 300.00
L-115-5.1	36-Inch x 24-Inch x 30-Inch Deep Polymer Concrete Pullbox	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 2,500.00	\$ 15,000.00	\$ 4,043.57	\$ 24,261.42	\$ 3,934.59	\$ 23,607.54	\$ 1,650.00	\$ 9,900.00	\$ 3,677.00	\$ 22,062.00
L-115-5.2	FP&L Pullbox, Pullbox Material Provided by FP&L	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,247.29	\$ 1,247.29	\$ 1,213.66	\$ 1,213.66	\$ 950.00	\$ 950.00	\$ 1,134.00	\$ 1,134.00
L-115-5.3	Relocate Existing Electrical Box	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,853.23	\$ 1,853.23	\$ 1,840.19	\$ 1,840.19	\$ 3,870.00	\$ 3,870.00	\$ 1,720.00	\$ 1,720.00
MISC-1	Mailbox Relocation	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 569.25	\$ 569.25	\$ 4,110.34	\$ 4,110.34	\$ 795.00	\$ 795.00	\$ 2,300.00	\$ 2,300.00
UTIL ALL	Unknown Utility Allowance	1	FIXED	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
				Engineer's Estimate	\$ 377,568.00	Halifax	\$ 525,990.00	J.D. Hinson	\$ 423,901.35	Besch & Smith	\$ 508,965.25	P&S Paving	\$ 358,065.00	CGC	\$ 405,767.00

AGREEMENT

THIS AGREEMENT, in two (2) duplicate originals, made and entered into this ____ day of _____, 20____, by and between the St. Johns County Airport Authority, hereinafter designated as the OWNER, Party of the First Part, and P&S Paving, Inc. of Daytona Beach, County of Volusia, State of Florida hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

MILL & OVERLAY PARKING LOTS (TERMINAL ACCESS ROAD)

Project Description:

THIS PROJECT INCLUDES 5,600 SQUARE YARDS OF ASPHALT PAVEMENT REHABILITATION WITHIN THE MAIN AIRPORT PARKING LOT, WITH THE MAJORITY BEING MILL AND OVERLAY AND A PORTION REQUIRING NEW PAVEMENT FOR PARKING LOT WIDENING AND RECONFIGURATION. ALSO INCLUDED IS ASSOCIATED MISCELLANEOUS DEMOLITION, STORM SEWER AND UTILITY IMPROVEMENTS, CONCRETE CURBING, AND PAVEMENT MARKINGS.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

Description	Contract Amount in Words	Contract Amount in Numerals
Mill & Overlay Parking Lots	Three hundred fifty-eight thousand sixty-five dollars & zero cents	\$358,065.00

Article 4. CONTRACT TIME. The Contractor agrees to commence work within fifteen (15) calendar days after the date of the "Notice to Proceed". The Construction Time allowed is set forth in the following schedule and in Section 80-08 of the General Provisions. The maximum Construction Time allowed for Schedules is as follows:

Schedule	Allowed Construction Time	Liquidated Damages Cost
	75 Calendar Days	\$1,500.00

Failure to Complete on time shall be in accordance with General Provisions 80-08. For each calendar day that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the General Provisions Subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME, the sum specified above as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

Article 5. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; Bid Section; General Provisions; Bid; Agreement; Special Provisions; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 6. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 7. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto:

Article 8. Insurance. The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds

of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured: **St. Johns County Airport Authority**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 9. FEDERAL CONTRACT PROVISIONS: N/A

As part of this Contract, the Contractor shall comply to the Federal contract clauses and provisions listed in Attachment A – Federal Contract Provisions: FAA AIP Funded Construction Contracts, attached hereto and made a part hereof.

Article 10. The Authority is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the Authority to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the Authority with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.
6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Authority will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Authority will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Authority becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the Authority for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the Authority is authorized to produce the entire documents, data, or records submitted to the Authority in answer to a public records request or other lawful request for these records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ckh@sgj-airport.com; (904) 209-0090; 4796 U.S. 1 North, St. Augustine, FL 32095.

Article 11. BREACH of CONTRACT TERMS:

- A. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract.

Article 12. TERMINATION of CONTRACT:

- A. **For Default:** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.
- B. **For Convenience:** The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
 - 1. Contractor must immediately discontinue work as specified in the written notice.
 - 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
 - 3. Discontinue orders for materials and services except as directed by the written notice.
 - 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
 - 5. Complete performance of the work not terminated by the notice.
 - 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

termination action.

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

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

Article 13. ADDITIONAL CONDITIONS:

As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 14. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in St. Johns County, Florida and shall survive and be apart from any bankruptcy proceedings initiated by the contractor."

Signatures on next page.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (3) copies, the day and year first above written.

OWNER

Name: St. Johns County Airport Authority

Address: 4796 U.S. 1 North

St. Augustine, FL 32095

By: _____

Signature

Title of Representative

CONTRACTOR

Name: P&S Paving, Inc.

Address: 3701 Olson Drive

Daytona Beach, FL 32124

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

ATTEST

By: _____

Signature

Title

END OF SIGNATURE SECTION

St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, FL 32095

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **St. Johns County Airport Authority**, hereinafter called the OWNER, to **P&S Paving, Inc.**,
hereinafter called the CONTRACTOR,

is for the completion of a certain project described as:

MILL & OVERLAY PARKING LOTS (TERMINAL ACCESS ROAD)

for the use and benefit of the Owner as shown on the plans and described in the specifications
as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

The project consists of the Proposal, dated November 17, 2021, plus the following
Additives, if applicable:
NA

The consideration to be paid by the Owner to the Contractor for completion of the
project in accordance with the contract documents is the sum of:

\$ three hundred fifty-eight thousand sixty-five dollars and zero cents

(Amount in Written Words)

\$ 358,065.00

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **75 calendar days** after that specified date unless otherwise subsequently agreed.

OWNER:

By: St. Johns County Airport Authority
Name

Signature

Edward Wuellner., A.A.E.
Printed Name

Executive Director
Title

Acknowledgement of Receipt of Contract Award by Contractor:

P&S Paving, Inc.
Name

Signature

Printed Name

Title

DATE: _____



November 30, 2021

Mr. Edward R. Wuellner, Executive Director
St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, FL 32095

Reference: **Recommendation of Award**
 Hangar Demolition (Terminal Access Rd.)
 Northeast Florida Regional Airport (SGJ)
 FDOT FM No.: 441924-1
 PA Project Number 23000081.094D

Dear Mr. Wuellner:

Passero Associates has reviewed the four (4) bids that were received on November 18, 2021, at 2:00PM for the Hangar Demolition (Terminal Access Rd.) project at the Northeast Florida Regional Airport (SGJ). This letter serves as Passero Associates recommendation to award the construction contract to PAW Materials, Inc. of Bayonet Point, Florida.

Passero Associates performed a review of PAW Materials, Inc.'s responsibility by researching the following:

- A detailed analysis of the proposal submitted by PAW Materials, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- PAW Materials, Inc. is a licensed Certified General Contractor CGC 1526440 in the State of Florida. (Expires 8/31/2022)
- PAW Materials, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- PAW Materials, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- PAW Materials, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- PAW Materials, Inc. has been licensed with the State of Florida since November of 1998 and has successful experience with similar projects.

A Bid Tabulation of the bids received is attached. PAW Materials, Inc. is the low bidder.

Based on all this information considered, Passero recommends that a construction contract be awarded to PAW Materials, Inc., in the amount of thirty-nine thousand five hundred dollars and zero cents (\$39,500.00).

A copy of the updated Contract Agreement and Notice of Award are enclosed for your use and review.

If you have any questions or require additional information, please contact me.

Respectfully Submitted,

Passero Associates, LLC



Matt Singletary, P.E.
Project Manager

attach: Bid Tabulation
 Contract Agreement & Notice of Award

cc: Kevin Harvey, Operations Manager
 Andrew Holesko, Passero Associates
 Brad Wente, Passero Associates

BID OPENING SUMMARY (Pending Verification)

Public Reading - November 18, 2021, 2:00PM

Hangar Demolition (Terminal Access Rd.)

Northeast Florida Regional Airport

PA Project No. 23000081.094D

<i>BID No.</i>	<i>BIDDER COMPANY NAME</i>	<i>BID PRICE TOTAL</i>
1	JD Hinson	\$93,750.00
2	ELEV8 Partners	\$50,000.00
3	Target Contractors	\$90,000.00
4	PAW	\$39,500.00
5		
6		
7		
8		
9		
10		

AGREEMENT

THIS AGREEMENT, in two (2) duplicate originals, made and entered into this ____ day of _____, 20____, by and between the St. Johns County Airport Authority, hereinafter designated as the OWNER, Party of the First Part, and PAW Materials, Inc. of Bayonet Point, County of Pasco, State of Florida hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:
HANGAR DEMOLITION (TERMINAL ACCESS RD.)

Project Description:

THIS PROJECT CONSISTS OF THE DEMOLITION OF TWO ADJOINED HANGAR BUILDINGS WITH AN AREA OF 24,352 SQUARE FEET, EXCLUDING THE CONCRETE SLAB AND FOUNDATION.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

Description	Contract Amount in Words	Contract Amount in Numerals
Hangar Demolition	Thirty-nine thousand five hundred dollars and zero cents	\$39,500.00

Article 4. CONTRACT TIME. The Contractor agrees to commence work within fifteen (15) **calendar days** after the date of the "Notice to Proceed". The Construction Time allowed is set forth in the following schedule and in Section 80-08 of the General Provisions. The maximum Construction Time

allowed for Schedules is as follows:

Schedule	Allowed Construction Time	Liquidated Damages Cost
	30 Calendar Days	\$1,500.00

Failure to Complete on time shall be in accordance with General Provisions 80-08. For each calendar day that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the General Provisions Subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME, the sum specified above as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

Article 5. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; Bid Section; General Provisions; Bid; Agreement; Special Provisions; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 6. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 7. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto:

Article 8. Insurance. The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section.

The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured: **St. Johns County Airport Authority**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 9. FEDERAL CONTRACT PROVISIONS: N/A

As part of this Contract, the Contractor shall comply to the Federal contract clauses and provisions listed in Attachment A – Federal Contract Provisions: FAA AIP Funded Construction Contracts, attached hereto and made a part hereof.

Article 10. The Authority is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the Authority to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the Authority with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.
6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Authority will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Authority will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Authority becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the Authority for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the Authority is authorized to produce the entire documents, data, or records submitted to the Authority in answer to a public records request or other lawful request for these records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ckh@sgj-airport.com; (904)

209-0090; 4796 U.S. 1 North, St. Augustine, FL 32095.

Article 11. BREACH of CONTRACT TERMS:

- A. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract.

Article 12. TERMINATION of CONTRACT:

- A. **For Default:** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.
- B. **For Convenience:** The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
 - 1. Contractor must immediately discontinue work as specified in the written notice.
 - 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
 - 3. Discontinue orders for materials and services except as directed by the written notice.
 - 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
 - 5. Complete performance of the work not terminated by the notice.
 - 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

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

Article 13. ADDITIONAL CONDITIONS:

As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 14. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in St. Johns County, Florida and shall survive and be apart from any bankruptcy proceedings initiated by the contractor."

Signatures on next page.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (3) copies, the day and year first above written.

OWNER

Name: St. Johns County Airport Authority

Address: 4796 U.S. 1 North

St. Augustine, FL32095

By: _____

Signature

Title of Representative

CONTRACTOR

Name: PAW Materials, Inc.

Address: 6640 SR 52

Bayonet Point, FL 34667

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

ATTEST

By: _____

Signature

Title

END OF SIGNATURE SECTION

St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, FL 32095

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **St. Johns County Airport Authority**, hereinafter called the OWNER, to **PAW Materials, Inc.**,
hereinafter called the CONTRACTOR,

is for the completion of a certain project described as:

Hangar Demolition (Terminal Access Road)

for the use and benefit of the Owner as shown on the plans and described in the specifications
as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

The project consists of the Proposal, dated November 16, 2021, plus the following
Additives, if applicable:
NA

The consideration to be paid by the Owner to the Contractor for completion of the
project in accordance with the contract documents is the sum of:

\$ thirty-nine thousand five hundred dollars and zero cents _____

(Amount in Written Words)

\$ 39,500.00 _____
(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **30 calendar days** after that specified date unless otherwise subsequently agreed.

OWNER:

By: St. Johns County Airport Authority
Name

Signature

Edward Wuellner., A.A.E.
Printed Name

Executive Director
Title

Acknowledgement of Receipt of Contract Award by Contractor:

PAW Materials, Inc.
Name

Signature

Printed Name

Title

DATE: _____



MEMORANDUM OF UNDERSTANDING

This Non-Binding Memorandum of Understanding (“NBMOU”) is made and entered into as of August 15, 2021 (Effective Date)

BETWEEN: Atlantic Aviation-St. Augustine LLC (“the Company”)

AND: St. Augustine-St. Johns County Airport Authority (“the Authority”).

1. PURPOSE AND SCOPE

The purpose of this NBMOU is to define mutually acceptable terms for the removal of the Aircraft Storage Hangar Space (“the Bulk Hangar”) identified in Exhibit “E” of the Lease Agreement, dated September 19, 2005, by and between the Authority and Aero Sport, Inc., as amended and assigned (the “Lease Agreement”), and the Attached Maintenance Shop Hangar Space identified in Exhibit “K” of the Lease Agreement (“the Attached Hangar” and collectively with the Bulk Hangar referred to as “the Hangars”), and the associated realignment of existing leasehold boundaries to facilitate the Authority’s terminal roadway improvement project.

This NBMOU is for the purpose of setting forth the basic terms, conditions and provisions for a definitive, binding amendment to the Lease Agreement which the parties will act in good faith to negotiate and present to their respective Boards for approval to execute. The terms herein have no force or effect under law until they or similar terms are memorialized in an agreement that is duly approved and executed by the parties.

2. BACKGROUND

On June 4, 2021, notice was issued to the Company by the Authority of the Authority’s desire to remove the Hangars and reclaim portions of the Company’s leasehold to facilitate the airline terminal roadway improvement project. It is the Company’s intent to cooperate with the Authority to facilitate this project. ~~However, in~~ consideration of the reduction in hangar storage capacity to support the GA community at SGJ, the loss of revenue to the Company, and reduction in the total operating area of its leasehold, the Company is seeking, and the Authority will provide, corresponding reduction in rent payments (equal to the proportionate square footage of the reduced leasehold space) by the Company and an exclusive right-of-first refusal to the Company for future development ~~rights to the Company on~~ parcels identified in ~~the~~ any current or future Airport Layout Plan (“the ALP”) at the Airport (such ALP to indicate the “Future Development”), all as further described in paragraphs 3 and 4 below. Exhibit A attached hereto is a current



depiction of the east side general aviation buildings/leaseholds and surrounding parcels of land. The orange and purple areas are designated as Future Development. The area within the blue rectangle has been identified for potential FBO and FBO-related development- (“FBO-Designated Development”). Following the date of this NBMOU, this Exhibit A shall be revised from time-to-time as additional parcels of land at the Airport are approved for Future Development.

3. ST. AUGUSTINE-ST. JOHNS COUNTY AIRPORT AUTHORITY OBLIGATIONS

- The Authority shall be responsible for any and all expenses related to contractors, permitting, the removal of the Hangars and associated debris, construction of the new roadway and parking lots, any other construction, damage and repair to structures and parcels not scheduled for demolition, environmental investigation and remediation that may be required as the result of such demolition and construction, appropriate new landscaping, and all risks and costs associated with the foregoing, and shall provide the Company with no less than 90-day written notice prior to the commencement of the demolition. Once started, such demolition, debris removal, and construction shall be completed by the Authority in a timely manner and shall not be abandoned by the Authority.
- The Authority shall give the Company exclusive access to the vehicle parking lot to be developed on the site of the Hangars--.
- ~~➤ The Authority shall agree to extending a commercially reasonable first right of refusal to the Company, until January 1, 2036, under which it could develop any and all parcels identified in the current or any future ALP as sites for FBO and FBO-related development. The Authority shall provide the Company a commercially reasonable amount of time to exercise such first right of refusal.~~
- The Authority shall extend a right of first refusal to ground lease, at fair market value, the FBO-Designated Development on which Company will develop, at its sole cost and expense, a hangar not to exceed 25,000 square feet. In the event Company does not exercise this right of first refusal before the Authority proceeds with relocating Hawkeye View Lane (which is anticipated to occur within three (3) years), then the Company’s right of first refusal will be relocated from the FBO-Designated Development site to another site of similar size and taxi-way access assigned for Future Development, at which time such secondary site shall become the FBO-Designated Development for purposes of this NBMOU. The terms and conditions for the right of first refusal shall be as follows:
 - The Authority will deliver to Company a good faith written proposal for the FBO-Designated Development that includes the terms and conditions under which a lease of such FBO-Designated Development would be subject including, without limitation, pricing, length of term, permitted use and capital improvement requirements (“Written Proposal”).
 - Within a reasonable time following receipt of the Written Proposal, the Company will indicate its desire to further contract with the Authority for the FBO-Designated Development. In the event Company determines that it does not desire to enter



into an agreement with the Authority for such FBO-Designated Development, then the Authority may solicit other entities for leasing and/or development of the parcels under substantially the same terms and conditions as the Written Proposal. In the event the Company and the Authority agree to the terms of the Written Proposal, as may be amended by mutual agreement of the parties, the parties will use good faith efforts to enter into a definitive lease agreement for the FBO-Designated Development.

- The right of first refusal for FBO-Designated Development will expire on January 1, 2036.
 - Nothing herein shall operate or be construed to be an extension of the Company's rights under the Lease Agreement for a maximum term beyond January 1, 2036. Even if a right of first refusal and Written Proposal is accepted by Lessee, Lessor shall not be obligated to extend the term of the Lease or Written Proposal beyond January 1, 2036.
 - The right of first refusal shall not apply to, and nothing herein shall operate or be construed to restrict, the Authority's right to develop the FBO-Designated Development or any Future Development for its own use as an FBO or an exclusive FBO.
- The Authority shall affirm that the Company is current, in good standing and compliant with the fuel flowage fees and all fuel related terms, conditions, and obligations of the Lease Agreement, the License of Commercial Airline Terminal Property, dated July 15, 2007, by and between the Authority and Aero Sport, Inc. dba Galaxy Aviation of St. Augustine, as amended and assigned, and the Fuel Farm Lease, dated September 19, 2002, between the Company and Aero Sport, Inc., as amended and assigned.
 - The Company's rent shall be reduced by \$38,916.84 per annum.

4. ATLANTIC AVIATION-ST. AUGUSTINE LLC OBLIGATIONS

- The Company ~~shall agree~~agrees to surrender the Hangars and the identified portion of the leasehold required to facilitate the terminal roadway improvement to the Authority by January 31, 2022.
- Following consummation of a definitive agreement memorializing the terms discussed ~~here,~~herein, the Company shall issue termination notices to all tenants currently occupying the Hangars and remove all personal property, including aircraft, from the Hangars in preparation for demolition by January 31, 2022. Fixtures may remain in the Hangars.
- The Company has reviewed the preliminary plans for the Authority's terminal roadway improvement project and, provided the same or similar terms outlined herein are memorialized in a definitive agreement, will consent to the project and cooperate during the construction of the project which may include detours and rerouting of traffic patterns, as well as limited times of impaired ingress and egress, provided the Authority uses reasonable efforts to preserve access and not unduly inhibit Atlantic's operations.

SIGNATURES ON FOLLOWING PAGE



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Acknowledged and Agreed to by:

St. Augustine-St. Johns County Airport Authority

Atlantic Aviation-St. Augustine LLC

Signature

Signature

Title

Louis T. Pepper, President and CEO

Date

Date



MEMORANDUM OF UNDERSTANDING

This Non-Binding Memorandum of Understanding (“NBMOU”) is made and entered into as of August 15, 2021 (Effective Date)

BETWEEN: Atlantic Aviation-St. Augustine LLC (“the Company”)

AND: St. Augustine-St. Johns County Airport Authority (“the Authority”).

1. PURPOSE AND SCOPE

The purpose of this NBMOU is to define mutually acceptable terms for the removal of the Aircraft Storage Hangar Space (“the Bulk Hangar”) identified in Exhibit “E” of the Lease Agreement, dated September 19, 2005, by and between the Authority and Aero Sport, Inc., as amended and assigned (the “Lease Agreement”), and the Attached Maintenance Shop Hangar Space identified in Exhibit “K” of the Lease Agreement (“the Attached Hangar” and collectively with the Bulk Hangar referred to as “the Hangars”), and the associated realignment of existing leasehold boundaries to facilitate the Authority’s terminal roadway improvement project.

This NBMOU is for the purpose of setting forth the basic terms, conditions and provisions for a definitive, binding amendment to the Lease Agreement which the parties will act in good faith to negotiate and present to their respective Boards for approval to execute. The terms herein have no force or effect under law until they or similar terms are memorialized in an agreement that is duly approved and executed by the parties.

2. BACKGROUND

On June 4, 2021, notice was issued to the Company by the Authority of the Authority’s desire to remove the Hangars and reclaim portions of the Company’s leasehold to facilitate the airline terminal roadway improvement project. It is the Company’s intent to cooperate with the Authority to facilitate this project. In consideration of the reduction in hangar storage capacity to support the GA community at SGJ, the loss of revenue to the Company, and reduction in the total operating area of its leasehold, the Company is seeking, and the Authority will provide, corresponding reduction in rent payments (equal to the proportionate square footage of the reduced leasehold space) by the Company and an exclusive right-of-first refusal to the Company for future development of parcels identified in any current or future Airport Layout Plan (“the ALP”) at the Airport (such ALP to indicate the “Future Development”), all as further described in paragraphs 3 and 4 below. Exhibit A attached hereto is a current depiction of the east side general



aviation buildings/leaseholds and surrounding parcels of land. The orange and purple areas are designated as Future Development. The area within the blue rectangle has been identified for potential FBO and FBO-related development ("FBO-Designated Development"). Following the date of this NBMOU, this Exhibit A shall be revised from time-to-time as additional parcels of land at the Airport are approved for Future Development.

3. ST. AUGUSTINE-ST. JOHNS COUNTY AIRPORT AUTHORITY OBLIGATIONS

- The Authority shall be responsible for any and all expenses related to contractors, permitting, the removal of the Hangars and associated debris, construction of the new roadway and parking lots, any other construction, damage and repair to structures and parcels not scheduled for demolition, environmental investigation and remediation that may be required as the result of such demolition and construction, appropriate new landscaping, and all risks and costs associated with the foregoing, and shall provide the Company with no less than 90-day written notice prior to the commencement of the demolition. Once started, such demolition, debris removal, and construction shall be completed by the Authority in a timely manner and shall not be abandoned by the Authority.
- The Authority shall give the Company exclusive access to the vehicle parking lot to be developed on the site of the Hangars.
- The Authority shall extend a right of first refusal to ground lease, at fair market value, the FBO-Designated Development on which Company will develop, at its sole cost and expense, a hangar not to exceed 25,000 square feet. In the event Company does not exercise this right of first refusal before the Authority proceeds with relocating Hawkeye View Lane (which is anticipated to occur within three (3) years), then the Company's right of first refusal will be relocated from the FBO-Designated Development site to another site of similar size and taxi-way access assigned for Future Development, at which time such secondary site shall become the FBO-Designated Development for purposes of this NBMOU. The terms and conditions for the right of first refusal shall be as follows:
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