



Mr. Jerry Sansom, Chairman
Dr. Dave Hosley, Vice Chairman
Ms. Patricia Patch, Treasurer
Mr. Harry Carswell, Secretary
Dr. Wasim Niazi
Mr. Jay Stalrit
Mr. Milo Zonka

355 Golden Knights Blvd. → Titusville, Florida 32780
321.267.8780 → fax: 321.383.4284 → mpowell@flairport.com

AGENDA
REGULAR MEETING
NOVEMBER 19, 2015 AT 8:30 A.M.

.....

** NOTE TO ALL PUBLIC ATTENDEES:*

The public may speak on any item on the agenda. Should someone wish to address the Airport Authority Board on a specific item, there will be request cards located on the wall adjacent to the public seating area. Be advised that these cards must be completed and presented to the Executive Secretary prior to the item being heard. Your comments will be addressed prior to the Board's discussion and you will have 5 minutes to address the Board. Thank you for your attention.

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS: None
- VI. CONSENT AGENDA:

(These items are considered routine and will be acted upon by the Authority in one motion. If an Airport Authority Board Member requests discussion on an item, it will be considered separately.)

- a. Approval of the Titusville - Cocoa Airport Authority Minutes:
 - 1. October 15, 2015 - Regular Meeting

VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

- a. Discussion and Consideration of a Space Use Permit for Precision Exotics at TIX
- b. Discussion and Selection of Airport Authority Board of Directors Officer Positions

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
DECEMBER 17, 2015 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

- c. Discussion by Mr. Brian Russell or Mr. Aaron McDaniel of Recent Invoiced Costs by the Michael Baker Jr., Inc. and Contractors Regarding Current Projects
- d. Discussion by Mr. Brian Pendleton of Recent Invoiced Costs by Airport Engineering Company and Contractors Regarding Current Projects

IX. INFORMATION SECTION:

- a. Chief Executive Officer Report
- b. Attorney Report
- c. Check Register & Budget to Actual
- d. Administration & Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Michael D. Powell, C.M., ACE
Chief Executive Officer

Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on October 15, 2015 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. Jerry Sansom, Chairman; Dr. David Hosley, Vice Chairman; Ms. Patricia Patch, Treasurer; Mr. Harry Carswell, Secretary; Mr. Jay Stalrit; Mr. Milo Zonka; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Timothy Pickles, Esq., Airport Attorney. Dr. Wasim Niazi was absent.

Call to Order

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

Approval of the Agenda

Mr. Sansom asked if there were any changes or additions to the Agenda. Seeing none, Mr. Sansom asked for a motion. Mr. Stalrit made a motion to approve the Agenda as presented. Ms. Patch seconded. Mr. Sansom called the question. There were no objections. Motion Passed.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:**

- 1. September 17, 2015 – Regular Meeting**
- 2. September 17, 2015 – Second Public Budget Hearing**

Mr. Sansom called for a motion. Mr. Carswell made a motion to approve the Consent Agenda as presented. Dr. Hosley seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Old Business – None**New Business****Item A – Discussion and Consideration of an Amendment to the Lease at Space Coast Regional Airport for Spaceport Aviation.**

Mr. Powell gave a brief overview of the item stating that Spaceport Aviation wanted to add an office to their lease that was formerly occupied by Rocket

Crafters in their current wing of the Administration Building at Space Coast Regional Airport. Discussion continued.

Ms. Patch made a motion to amend the lease. Mr. Carswell seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Item B – Discussion and Consideration of an Amendment to the Space Use Permit at Space Coast Regional Airport for Florida Biplanes

Mr. Powell gave a brief overview of the item stating that Florida Biplanes wanted to park an RV at the site where they offer biplane rides to make their customers and workers more comfortable. Mr. Powell explained that they had a tent up, but while the customers and workers were waiting they were getting bit up by mosquitos and it was hot. Mr. Powell stated that RV was wrapped and looked very nice. Discussion continued.

Mr. Stalrit made a motion to approve the Amendment. Mr. Zonka seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Item C – Discussion and Consideration of a Lease at Space Coast Regional Airport for North American Surveillance Systems

Mr. Powell gave a brief overview of the item stating that North American Surveillance Systems wanted to rent the wing of the Administration Building at Space Coast Regional Airport that had formerly been occupied by The MacLellan Group. Mr. Powell explained that the terms and rate would be the same as the previous occupant.

Ms. Patch made a motion to approve the lease. Mr. Carswell seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Item D – Discussion by Mr. Brian Russell of Recent Invoiced Costs by Michael Baker Jr., Inc. and Contractors Regarding Current Projects

Mr. Sansom turned the floor over to Mr. Russell.

Mr. Russell presented Invoice Number 5 in the amount of \$56,598.64 and Invoice Number 6 in the amount of \$52,845.68 both from Michael Baker, as well as Pay Request Number 4 in the amount of \$75,625.23 from Welsh Companies, which were for the RSA Compliance & Shoreline Stabilization Project at the Merritt Island Airport.

Mr. Russell presented Pay Requisition Number 14 in the amount of \$22,001.40 from Michael Baker, which was for the Spaceport Licensing and Associated Improvements. Discussion continued.

Mr. Russell presented Invoice Number 14 in the amount of \$11,348.37 from Michael Baker and Pay Request Number 7 in the amount of \$390,538.98 from C & D Construction, which were for the East Side Hangar Project at Space Coast Regional Airport.

Mr. Russell presented Pay Request Number 3 in the amount of \$162,427.97 from Sterling Enterprises, which was for the RSA Project Mitigation at Merritt Island Airport. Mr. Russell stated that this was for clearing the invasive species and planting native species. Mr. Russell stated that this process was complete. Discussion continued.

Mr. Russell gave a brief update on the RSA Construction, stating that the contractor had to replace the main subcontractor, thus things were moving along much more quickly allowing the project to possibly get back on schedule. Discussion continued.

Mr. Russell stated that Michael Baker's Environmental Scientist, Mariben Anderson, had asked FIT students to come out to the RSA Mitigation Site and perform fish quantities to encourage fisheries to grow in that area. The students collected samples of fish in the area near the pipe that was put in. Discussion continued.

Mr. Russell stated that the Transportation Review Board had an upcoming conference and that they gave awards for projects and that Michael Baker was going to present the RSA for an Environmental Project. Discussion continued.

Dr. Hosley made a motion to approve the invoices. Mr. Carswell seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Information Section

CEO Report

Mr. Powell reported that he had a meeting with a group from Volusia County that was interested in possibly re-locating to the Space Coast Regional Airport.

Mr. Powell mentioned that a reporter from Fox Orlando had requested information about the ARFF building at Space Coast Regional Airport. Mr. Powell stated that Staff had told the reporter the Airport Authority was in compliance and met all regulations. Mr. Powell stated that the reporter was gathering information. In addition, Mr. Powell stated that the reporter had come to the ARFF station for a tour. Mr. Powell also stated that the reporter wanted to interview him. Mr. Sansom stated that he hoped the reporter was not doing an ambush piece. Discussion continued.

Mr. Pickles stated that he read the emails from the reporter and Mr. Powell was right to be aware, as long as he was ready to give rationale. Mr. Pickles stated that editing couldn't be controlled. Discussion continued.

Mr. Powell concluded his report.

Attorney Report

Mr. Pickles stated that Mr. Aaron McDaniel was very quick to work with the contractor on the RSA Project to get things sped up.

Mr. Pickles concluded his report.

Check Register & Budget to Actual

Mr. Powell stated that the reports had been provided.

Administration & Project Reports

Mr. Powell stated that there were not many changes.

Authority Members Report

Mr. Carswell asked if the Board was going to discuss a letter from a Merritt Island box hangar tenant regarding the high rate increases. Mr. Powell stated that the box hangars at Merritt Island did get the highest rate increase, but the original rate was a guestimate because the hangars were new. Mr. Zonka stated that the old Condo hangars were the same, but those rates went down. Mr. Powell stated that the changes were all over the map, understanding that the last applied appraisal was 12 years ago.

Mr. Sansom recommended that Staff write a letter to the tenant stating that the letter was discussed and that the Board appreciated his concern.

Dr. Hosley asked Mr. Powell what was going on with Airscan. Mr. Powell stated that he wasn't sure, but he knew they had a lot of plans. Discussion continued.

Mr. Stalrit stated that there was a rumor that Space Florida may start charging fees at the SLF, so had contacted a government customer and suggested they look at Space Coast Regional Airport as an alternative. Mr. Stalrit stated that he provided the information and that they were warming to the idea. Discussion continued.

Mr. Sansom discussed the legislature and the redrawing of the districts.

Public & Tenants Report

Mr. Don Runaas from the Merritt Island Airport asked if the Board could consider spending a little money at weed control at the airport, stating that weeds were growing through the cracks in the taxiway. Discussion continued.

Mr. Powell stated that the Facilities Department was currently going through some staff changes, and things would be on track soon.

Mr. Runaas stated that when it rained, there was about six inches of water in front of Building T10. Mr. Sansom stated that Staff would have that fixed.

Mr. Don White from the Merritt Island Airport thanked Mr. Powell for speaking at the EAA meeting. Mr. White also stated that Young Eagles was going to be held on October 24th and there would be 18 pilots flying. Discussion continued.

Adjournment

Mr. Sansom adjourned the meeting at 9:39 a.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY



TIX → SPACE COAST REGIONAL AIRPORT
COI → MERRITT ISLAND AIRPORT
X2I → ARTHUR DUNN AIRPARK

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: November 19, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM A

Discussion and Consideration of a Space Use Permit for Precision Exotics at TIX

BACKGROUND

Precision Exotics has approached the Airport Authority and proposed a trial operational period to set up a high-end vehicle driving course at TIX on the far southwest section of Taxiway Delta. They wished to start sometime during the week of December 14th this year and conclude on or about March 6th next year. This trial period would allow both parties adequate time to ensure this partnership to be mutually beneficial. Precision Exotics would bring everything needed to run their operations. That would include: One Ferrari, one Lamborghini, one 3500 pickup, one 52' race trailer and miscellaneous parts and supplies to run our operations. The 6" cones would be the only items left outside the trailer each day but could be removed if necessary.

An instructor is present in the car at all times. All participants must sign a liability waiver. The price will be \$99 plus tax. They will also carry a one million dollar COI and will have all required parties listed as additionally insured.

ISSUES

The area requested is relatively small with no permanent structures for a short duration to simply see if there is interest.

ALTERNATIVES

The Board could allow, not allow, or offer some modification to the terms of the Space Use for Precision Exotics.

FISCAL IMPACT

The monthly amount would be \$150.28, plus any applicable taxes for at least three months.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Space Use Permit to Precision Exotics, Inc. and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

Michael Powell

From: Precision Eric <eric@precisionexotics.com>
Sent: Thursday, November 12, 2015 11:59 PM
To: Michael Powell
Subject: 11/12 Meeting Follow-up

Mr. Powell,

I wanted to follow up with you and tell you how much I appreciated your time today. I know how limited time can be for those in your shoes and I greatly appreciate it. Per your request I wanted to reiterate everything we discussed today and request to be formally put on the agenda for the next board meeting. I plan on making the meeting next Thursday at 08:30 for sure.

I would like to propose a "trial" operational period to start sometime during the week of December 14th this year and conclude on or about March 6th next year. This trial period would allow both parties adequate time to insure this partnership to be mutually beneficial. Precision Exotics would bring everything needed to run our operations. That would include: One Ferrari, one Lamborghini, one 3500 pickup, one 52' race trailer and miscellaneous parts and supplies to run our operations. The trailer would remain on site the majority of the time and the cars would be placed in the trailer overnight each day. The 6" cones would be the only items left outside the trailer each day but could be removed if necessary. The proposed area for these operations would be the southernmost end of Delta taxiway where the sheriff's office has operated in the past.

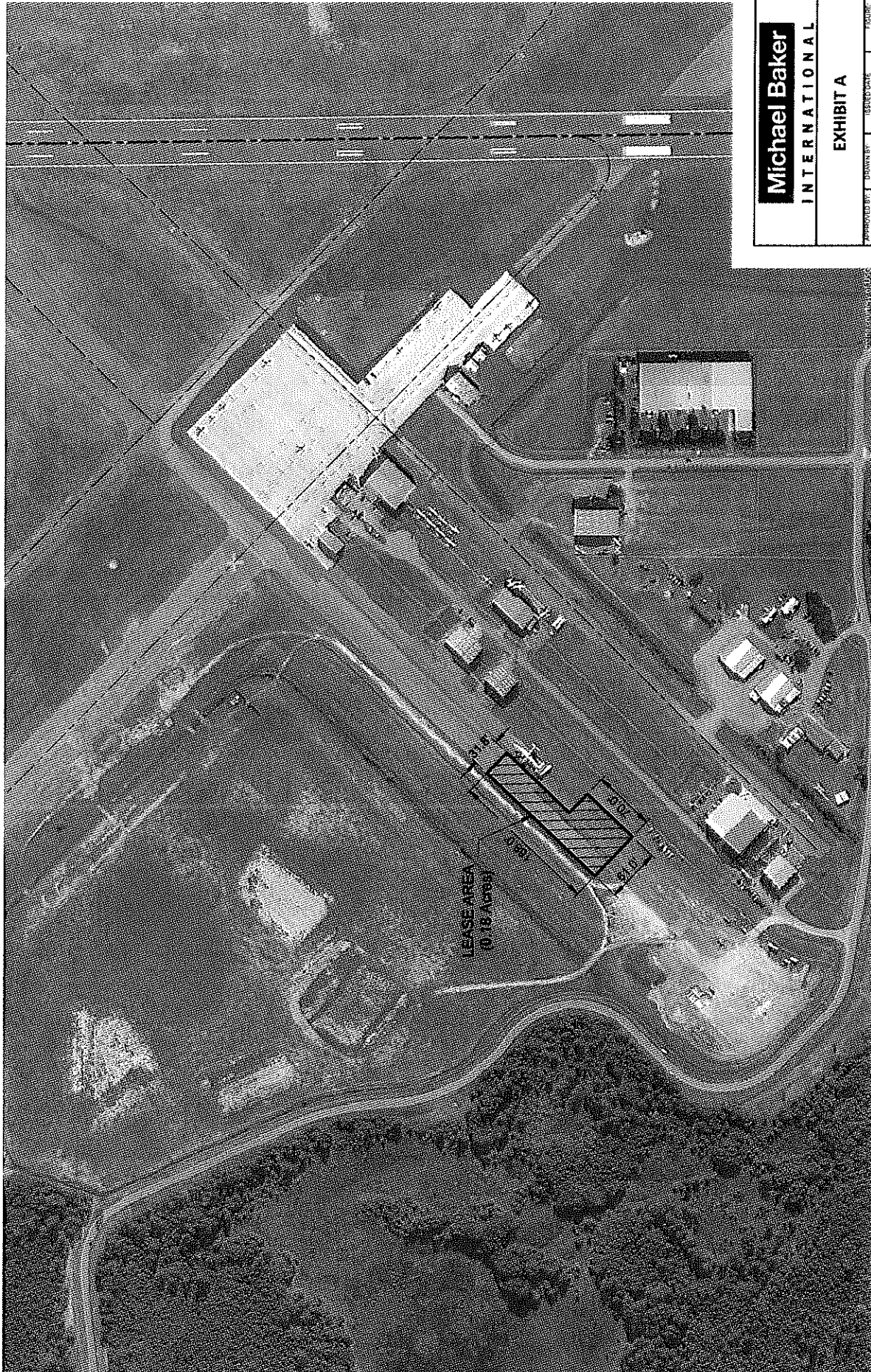
Precision Exotics would use taxiway Delta to create a 0.4 mile coned autocross course for customers to drive our cars on for 4 laps. An instructor is present in the car at all times. The first lap is a training lap and the next 3 are hot laps. The minimum requirements are that each participant is 21 years or older, have a valid driver's license and proof of insurance. Anyone 18-20 may ride as a passenger and anyone younger than 18 may with guardian consent. All participants must sign a liability waiver. The price will be \$99 plus tax.

We carry a one million dollar COI and will have all required parties listed as additionally insured upon the completion of these negotiations. I will be putting a presentation together to present to the board next Thursday that will answer the majority of the questions I'm sure they'll have. However, if there's anything else you need answers to before then, please feel free to ask. I look forward to working with you on this!

V/R,

Eric D. Nelson
Precision Exotics
Founder & President
www.precisionexotics.com
770-883-8996

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Michael Baker
INTERNATIONAL

EXHIBIT A

APPROVED BY:	ISSUE DATE:	FIGURE:
BC	Oct 2015	A

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: **PRECISION EXOTICS**, (need entity info- i.e., corp? LLC? State?)
Address: _____

Contact: Eric D. Nelson, President
Telephone: 770-883-8996 Fax: _____
Email: eric@precisionexotics.com Cell: _____

Company Financial Billing Contact(s):

Name: Eric D. Nelson, President
Address: SAME AS ABOVE
Telephone: _____ Fax: _____
E-mail: _____

Company – 24 Hour Emergency Contacts – minimum of 2 contacts required

Name & Title: _____
Address: _____

Telephone: _____ Fax: _____
Pager: _____ Cell: _____
Email: _____ Other: _____

Name & Title: _____
Address: _____

Telephone: _____ Fax: _____
Pager: _____ Cell: _____
Email: _____ Other: _____

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

Operate an exotic car driving experience on a portion of Space Coast Regional Airport, which would be open to the public. Company acknowledges it will comply with all Authority Rules and Regulations regarding access to the premises.

3. **Space/Area to be Occupied.** Company is authorized to use the space at Airport described in **Attachment A-1**, and depicted on **Exhibit "A"** as "Proposed Permit Area"

4. **Consideration-Space Rental.** In consideration for 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** plus any and all sales or use taxes due thereon.

All payments due hereunder shall be remitted to the Finance Manager, Titusville-Cocoa Airport Authority, 355 Golden Knights Blvd., 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 beginning December 15, 2015, to permit use or occupancy for a period of three (3) months, up to and including March 14, 2016, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least sixty (60) 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 shown in **Attachment A-6**.

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

PRECISION EXOTICS

By: _____
Eric D. Nelson, President
DATE: _____

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
Michael D. Powell, CM, ACE, CEO
DATE: _____

ATTACHMENT A
SPACE USE PERMIT

A-1. SPACE/AREA TO BE OCCUPIED.

<u>Location</u>	<u>S.F.</u>	<u>Rate</u> <u>P.S.F</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly Rate</u> (Applicable sales tax not included)
		TOTAL		

Exhibit "A" Attached – shaded area depicted as "Proposed Permit Area".

A-2. SPACE RENTAL CHARGE

ANNUAL: \$ MONTHLY: \$ Plus applicable sales tax

The Space Rental Charge is also the Minimum Monthly Charge when a Percentage of Receipts amount is specified in this Permit.

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

One month security deposit in the amount of \$ _____

A-5. UTILITY & SERVICE CHARGES.

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

A-6. SPECIAL CONDITIONS. None.

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-1 hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space in good, clean and attractive condition. 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 neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. 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 neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space. 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 & reported 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. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any or such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured.

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.

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. 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.

H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 hereof is based in whole or in part on a percentage of Company's "Gross Receipts," such term as

used herein shall mean all amounts billed or received by Company or any agent of Company or sublessee from its business at the Airport, excluding only (i) the amount of all credits and refunds to customers actually made by Company. (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed and (iii) the proceeds from the sale of capital assets. If Company shows the percentage of Gross Receipts payable to Authority as a separate charge to Company's customers, then this separate charge must also be included in Company's Gross Receipts.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for goods or services is not assessed, charged or collected, irrespective of the reason therefore, then the amount of Company's customary charge therefore shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Permit.

On or before the fifteenth (15th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Company shall deliver to Authority a statement signed by an officer of Company, in such form and with such detail as Authority may reasonably request, setting forth Company's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Company during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Company shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Company shall contain itemized records of all amounts billed or received by the Company from its operations in the Assigned Space or otherwise hereunder. The Company shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Company. In addition, the Company shall account for all revenues of any nature related to transactions in connection with this Permit entered into in the Assigned Space or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Company and which supports the amounts reported to the Authority in the Company's monthly Gross Receipts reports prepared in accordance with Paragraph 4-b. In the event of any conflict between any provision of this Permit and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Permit shall control even where this Permit references such principles or standards.

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Authority at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Records maintained by the Company in the form of electronic media shall be provided to the Authority in electronic read only form compatible with computers utilized by the Authority if

requested in such form by the Authority. The Executive Director may require the Company to provide any other records the Executive Director determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Company's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available, either at the Assigned Space, if assigned, or at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Permit by the Authority, such books and records shall continue to be maintained by Company, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Assigned Space will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Company's business.

Should the Company not wish to make its original books and records available for inspection at the Airport, the Company shall have the option of having representatives of the Authority inspect the Company's books and records at a location where the Company maintains its records within forty five (45) days of Authority's request to inspect Company's books and records. Should the Company elect to have the inspection, examination or audit performed at a location outside the limits of Brevard County, the Company shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Company for such travel expenses and the Company shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Company hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Company shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Company also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to Authority, Company shall forthwith, upon written demand from Authority, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Company has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

I. **Indemnification.** Company agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents of cache, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., 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), 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 liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Company or its 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. The provisions of this Paragraph I shall survive the expiration or 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. **Waiver of Damage.** Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

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 named as additional insured's, from and against any and all 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 not less than the amount set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the Authority, 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, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. 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.

M. **Default.** In the event that Company shall fail to remit any payment due to Authority under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) 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. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes.

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 double 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 of 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: Michael D. Powell, CM, ACE, Chief Executive Officer
355 Golden Knights Boulevard
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 eighteen percent (18%) per annum from the date the same became due and payable until paid.

T. **Security Deposit.** In the event that a security deposit is required under Paragraph 7 hereof, Company shall deposit such sum with Authority upon execution of this Permit, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Company, without interest, within sixty (60) days after the end of the term of this Permit. The Authority will not pay interest on any security deposit.

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 fit, 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 Regulations, 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. 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. Company also assures Authority that it will require its covered sub-organizations to provide written assurances to the same effect and provide copies thereof to Authority.

(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. Company also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Permit) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Company's operations under this Permit.

X. Federal Aviation Administration Requirements.

(1) Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(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.

(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.

(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. Foreign Trade Zone Requirements.

If the Assigned Space is located within the Foreign Trade Zone, Company further covenants and agrees that it will be bound by the provisions of Foreign Trade Zone No. 136, Tariff No. 1, and all changes and addenda thereto or reissues thereof, which such tariff is by reference made a part hereof.

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 U.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 aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(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 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 of 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: _____
Michael D. Powell, CM, ACE, CEO

PRECISION EXOTICS (NEED ENTITY INFO)

By: _____
Eric D. Nelson, President

GUARANTY OF SPACE USE PERMIT

IN CONSIDERATION of the approval of the Space Use Permit by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY and PRECISION EXOTICS (**need entity info.**) ("Permit"), the undersigned hereby personally guarantees to said TITUSVILLE-COCOA AIRPORT AUTHORITY the payment of all rent and fees provided for in the aforesaid Permit and the performance of all obligations of said lease.

IN WITNESS WHEREOF, the undersigned hereby execute(s) this instrument.

Eric D. Nelson, President

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC D. NELSON to me personally known to be the person described in and who executed the foregoing instrument or who produced as identification, and/she took an oath and acknowledged before me that he/she executed the same for the purposes stated therein.

WITNESS MY HAND and Official Seal this ____ day of _____, 2015.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____
(SEAL)

EXHIBIT "A"

SPACE/AREA TO BE OCCUPIED



TIX → SPACE COAST REGIONAL AIRPORT
COI → MERRITT ISLAND AIRPORT
X2I → ARTHUR DUNN AIRPARK

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@fairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: November 19, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM B

Discussion and Selection of Airport Authority Board of Directors Officer Positions

BACKGROUND

Airport Authority Board Members are appointed for a three year term in which Authority Officer positions are filled by Board of Director's selection each year.

ISSUES

Per the Enabling Legislation, any person can hold two or more positions and the only stipulation is that the Chairman can not also be the Secretary.

ALTERNATIVES

The Airport Authority Board of Directors could select any of the Board Members for positions.

FISCAL IMPACT

None at this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) select officers for the next year, and (3) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.



TIX → SPACE COAST REGIONAL AIRPORT
COI → MERRITT ISLAND AIRPORT
X2I → ARTHUR DUNN AIRPARK

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: November 19, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM C

Discussion by Mr. Brian Russell or Mr. Aaron McDaniel of Recent Invoiced Costs by the Michael Baker Jr., Inc. and Contractors Regarding Current Projects

BACKGROUND

The Michael Baker Jr., Inc. is currently conducting the engineering and oversight work for contractors on current projects.

The invoice review is to keep the Board informed and ensure we meet FDOT compliance requirements.

ISSUES

All projects are moving forward.

ALTERNATIVES

If anything regarding the numbers is unclear during the discussion, the Airport Authority Board may ask questions about the costs to ensure everyone is comfortable with the invoices as presented.

FISCAL IMPACT

The current Invoiced Costs for the invoices will be covered by Mr. Brian Russell or Mr. Aaron McDaniel, of Michael Baker Jr., Inc., in detail at the Board Meeting. The back-up documentation is provided for the Board's convenience of reference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by Michael Baker Jr., Inc. and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
5200 Belfort Road
Concourse III, Suite 110
Jacksonville, FL 32256
(904) 380-2500
(803) 231-3915 Billing

NOVEMBER 3, 2015

MR. MICHAEL D. POWELL, C.M., ACE
CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780

REQUEST NO. 7
PROJECT NO. 146363
FM #433520-1

RE: RSA COMPLIANCE & SHORELINE STABILIZATION
RUNWAY 11-29 SAFETY AREA IMPROVEMENT

INVOICE NO. 921710

FOR FEES BILLED FROM OCTOBER 1, 2015 THROUGH OCTOBER 31, 2015

CV	\$701,498.00	<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT			
50.09% COMPLETE OF	\$145,022.00	\$11,582.93	\$72,646.14
RPR INSPECTION-MERRITT ISLAND AIRPORT			
INSPECTOR NTE	\$170,775.00	\$115.00	205.50
		\$23,632.50	809.50
			\$93,092.50
RPR EXPENSES			
MEALS (WEEK)	\$4,950.00	\$150.00	2.00
VEHICLE (WEEK)	\$5,940.00	\$180.00	2.00
LODGING (WEEK)	\$8,250.00	\$250.00	2.00
	<u>\$19,140.00</u>	<u>\$1,160.00</u>	<u>15.60</u>
			\$2,340.00
			\$3,216.00
			<u>\$3,900.00</u>
			<u>\$9,456.00</u>
RPR INSPECTION-OFF-SITE MITIGATION AREA			
INSPECTOR NTE	\$48,000.00	\$100.00	88.00
		\$8,800.00	472.00
			\$47,200.00
RPR EXPENSES			
MEALS (WEEK)	\$1,800.00	\$150.00	2.00
VEHICLE (WEEK)	\$2,160.00	\$180.00	2.00
LODGING (WEEK)	\$3,000.00	\$250.00	2.00
	<u>\$6,960.00</u>	<u>\$1,160.00</u>	<u>12.40</u>
			\$1,860.00
			\$2,232.00
			<u>\$3,100.00</u>
			<u>\$7,192.00</u>
ENVIRONMENTAL CONSTRUCTION SERVICES			
95.37% COMPLETE OF	\$33,852.00	\$6,091.30	\$32,285.44
DERELICT VESSEL REMOVAL & SURVEY			
38.70% COMPLETE OF	\$42,286.00	\$0.00	\$16,365.17
CONSTRUCTION TESTING (SUB)			
0.000% COMPLETE OF	\$40,000.00	\$0.00	\$0.00
MITIGATION MONITORING & MITIGATION REPORTS			
1.19% COMPLETE OF	\$195,463.00	\$2,320.65	\$2,320.65
		<u>\$8,411.95</u>	<u>\$50,971.26</u>
TOTAL EARNINGS		\$54,747.38	\$280,557.90
AMOUNT DUE THIS INVOICE			\$54,747.38

Electronic Payment:
Michael Baker International, Inc.
Citizens Bank
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Mail Payment:
P O Box 536408
Pittsburgh, PA 15253-5906

Michael Powell
mkps

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Titusville Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780

PROJECT:

RSA Improvements

FROM CONTRACTOR:

Welsh Companies
3972 W Eau Gallie Blvd., Suite A
Melbourne, FL 32934

VIA ENGINEER:

Michael Baker, Jr., Inc.
5200 Belfort Rd., Suite 110
Jacksonville, FL 32256

CONTRACT FOR: Runway 29-11 Improvements MI Airport

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,856,432.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 3,856,432.00
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703)	\$ 1,665,389.86
5. RETAINAGE:	
a. _____ of Completed Work (Cell U275 on G703)	133,754.89
b. _____ of Stored Material (Cell U281 on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 133,754.89
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,532,634.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 938,851.73
8. CURRENT PAYMENT DUE	\$ 593,783.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,323,797.03

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

MA DOCUMENT G703 APPLICATION AND CERTIFICATION FOR PAYMENT (1992 EDITION) AIA 41003
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G703

PAGE ONE OF TWO PAGES

APPLICATION NO:	5 (REV 2)	Distribution to:	<input type="checkbox"/> OWNER
APPLICATION DATE:	10/21/2015		<input checked="" type="checkbox"/> ENGINEER
PERIOD TO:	10/21/2015		<input type="checkbox"/> CONTRACTOR
PROJECT NO:	135986		
OWNER NO:			
ARCHITECT NO:			
CONTRACTOR NO:			
CONTRACT DATE:	04/15/15		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Welsh Companies**

By: [Signature] Date: 10/21/2015

State of: FLORIDA County of: Brevard
Subscribed and sworn to before me this 21st day of October
Notary Public: Doris Bangs
My Commission expires: 01/08/2018
Carla E. Langley
NOTARY PUBLIC
STATE OF FLORIDA
Current FF156078
Expires 9/8/2016

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 593,783.24

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
By: Aaron McDaniel, P.E. Date: 10/22/2015
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5202

[Signature]
10/22/15



CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G702 (Modified)

APPLICATION: 5 (REV 2)
 APPLICATION DATE: 10/21/2015
 PERIOD TO: 10/21/2015
 OWNER PROJECT NO.: 135986
 CONTRACTOR PROJECT NO.:

Item No.	Bid Ref. No.	Description of Work	Total Units	U O M	Unit Cost	Scheduled Value	Units		Amount		Work Completed		Total		Balance		Retainage
							Previous	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	
1	01000	Mobilization	1	LS	217,285.00000	217,285.00	0.75	162,503.75	0.00	0.00	0.00	0.00	75	0	54,371.25	18,295.38	
2	01030	Maintenance of Air Operations Traffic	1	LS	3,496.00000	3,496.00	1.00	3,496.00	0.00	0.00	0.00	0.00	100	0	0.00	349.60	
3	02000	Construction Layout and Topographic As-Built Survey	1	LS	21,457.00000	21,457.00	0.55	11,801.35	0.00	0.00	0.00	0.00	55	0	9,655.65	1,180.14	
4	L-111	Provide Two (2) Lighted Portable Runway Closure Markers	66	DAYS	172,519.40	11,386.28	52.96	8,974.65	7.00	1,207.64	0.00	0.00	89	7	1,207.61	1,077.87	
4M	L-111	Material: Lighted RW Closure Markers	66	LS	32,612.72	32,612.72	1.00	32,612.72	0.00	0.00	0.00	0.00	100	0	0.00	0.00	
5	S-140	Remove Existing 36" CMP	36	LF	56,250.00	2,025.00	36.00	2,025.00	0.00	0.00	0.00	0.00	100	0	0.00	202.50	
6	S-140	De-Sill 24" Drainage Pipe	75	LF	36,320.00	2,724.00	75.00	3,724.00	0.00	0.00	0.00	0.00	100	0	0.00	272.40	
7	S-190	Remove Existing Pavement Markings	16,500	SF	1,627.33	26,851.00	16.50	26,851.00	0.00	0.00	0.00	0.00	100	0	0.00	2,685.10	
8	S-190	Temporary Pavement Markings	5,500	SF	1,627.27	8,950.00	5.50	8,950.00	0.00	0.00	0.00	0.00	100	0	0.00	8,950.00	
9	D-701	36" Class V RCP (includes excavation and bedding)	36	LF	125,888.89	4,532.00	36.00	4,532.00	0.00	0.00	0.00	0.00	100	0	0.00	453.20	
10	D-752	36" Concrete Headwall	2	EA	2,853,500.00	5,907.00	2.00	5,907.00	0.00	0.00	0.00	0.00	100	0	0.00	453.20	
11	P-152-1	Unassisted Excavation	18,000	CY	16,557.22	297,948.00	3.27630	54,226.72	12,529.00	207,369.06	0.00	0.00	80	2,195	36,333.22	26,161.58	
12	P-156	Erosion And Turbidity Control	600	EA	13,761.67	8,257.00	2.00	8,257.00	36.00	458.42	0.00	0.00	6	564	7,761.58	49.54	
13M	P-156	Material: Erosion and Turbidity Control	1	LS	21,602.00000	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00	
14	P-620	Temporary Pavement Markings	6,500	SF	2,160.2	5,093.00	6.00	21,602.00	0.00	0.00	0.00	0.00	100	0	0.00	0.00	
15	P-620	Reflective Pavement Markings	16,750	SF	1,508.87	25,240.00	6.00	5,093.00	0.00	0.00	0.00	0.00	100	0	0.00	509.30	
16	CG.0	Temporary Electrical and Lighting	1	LS	21,433.00000	21,433.00	0.85	18,278.05	0.00	0.00	0.00	0.00	85	0	26,240.00	0.00	
17	CG.0	Corr Mat 40	82,000	SF	0.21050	17,261.00	0.85	18,278.05	0.00	0.00	0.00	0.00	0	0	3,214.95	1,821.81	
18	CG.1	Articulated Concrete Blocks, Type "X" (Includes 4000 PSI concrete grout, geotextile fabric, and rock filler)	24,500	SF	33,262.20	798,786.57	0.46	9,461.32	7,000.00	232,765.43	0.00	0.00	29	17,500	565,021.14	23,275.54	
18M	CG.1	Material: Articulated Concrete Blocks, Type "X"	1	LS	15,892.43	15,892.43	1.00	15,892.43	0.00	0.00	0.00	0.00	100	0	0.00	0.00	
19	CG.1	Articulated Concrete Blocks, Type "B" (Includes 4000 PSI concrete grout, geotextile fabric, and rock filler)	15,500	SF	32,012.66	496,190.00	0.00	0.00	0.00	0.00	0.00	0.00	0	15,500	496,190.00	0.00	
20	CG.0	De-watering Operations (Temporary Sheet Piling and Cofferdams)	1	LS	807,043.00000	807,043.00	0.34	3,131.16932	0.27	217,901.81	0.00	0.00	72	0	228,972.04	56,107.10	
20M	CG.0	Material: De-watering Operations (Temporary Sheet Piling and Cofferdams)	1	LS	217,109.00	217,109.00	1.00	217,109.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00	
21	ST-100	Painting - Seagress Transpans	5,000	SF	111,463.00	557,465.00	0.00	0.00	0.00	0.00	0.00	0.00	0	5,000	557,465.00	0.00	
21M	ST-100	Painting - Seagress Transpans (Cages)	1	LS	41,625.00000	41,625.00	1.00	41,625.00	0.00	0.00	0.00	0.00	100	0	0.00	0.00	
22	02930	ACR Initial Plant and Installation	27,500	EA	1,857.45	51,905.00	0.00	0.00	0.00	0.00	0.00	0.00	0	27,500	51,905.00	0.00	



CONTINUATION SHEET
 AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply

AIA DOCUMENT G703 (Modified)

APPLICATION: 5 (REV 2)
 APPLICATION DATE: 10/21/2015
 PERIOD TO: 10/21/2015
 OWNER PROJECT NO: 135986
 CONTRACTOR PROJECT NO:

Item No.	Bid Ref. No.	Description of Work	Total Units Qty.	U M	Unit Cost	Scheduled Value	Work Completed		Balance To Finish		Retainage	
							Previous Amount	This Period Amount	Total Amount	%		Units
23	02930	FSA Initial Plan and Installation	15,000	EA	1,897.47	28,312.00	0.00	0.00	28,312.00	0.00	0.00	
1	P-432	ADDITIVE NO. 1 Bituminous Pavement Regeneration	185,500	SF	0.19297	35,855.00	0.00	0.00	35,855.00	0.00	0.00	
2	P-420	Temporary Pavement Markings	22,000	SF	0.23150	5,093.00	0.00	0.00	5,093.00	0.00	0.00	
1	S-190	ADDITIVE NO. 2 Remove Existing Pavement Markings	15,500	SF	1.62735	25,224.00	7,911.30	0.00	17,312.70	0.00	781.13	
2	P-432	Bituminous Pavement Regeneration	96,000	SF	0.19298	18,516.00	0.00	0.00	18,516.00	0.00	0.00	
3	P-420	Reflective Pavement Markings	15,500	SF	1.50977	23,395.00	0.00	0.00	23,395.00	0.00	0.00	
		CHANGE ORDERS	0		0.00000	0.00	0.00	0.00	0.00	0.00	0.00	
			0		0.00000	0.00	0.00	0.00	0.00	0.00	0.00	
			0		0.00000	0.00	0.00	0.00	0.00	0.00	0.00	
		Original Value				3,856,432.00	1,006,630.70	555,759.16	1,562,389.86	0.43	2,190,042.14	133,754.89
		Current Value				3,856,432.00						
		Total Stored Materials =							328,841.15	(Items: 18M, 4M, 21M, 13M, 20M)		

C & D CONSTRUCTION, INC.
P.O. BOX 236577
COCOA, FLORIDA 32923-6577

Invoice

3842

(321) 639-9198 Fax (321) 690-2291

TO: TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BLVD
TITUSVILLE, FL 32780

SALESPERSON 390	DATE OF INVOICE 11/13/2015
SHIP TO EAST SIDE AIRCRAFT HANGAR SPACE COAST REGIONAL AIRPORT 55 BRISTOW WAY TITUSVILLE, FLORIDA	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	PP	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
						NET 10 DAYS	
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	<u>DRAW REQUEST # 8</u>						
	ORIGINAL CONTRACT AMOUNT					\$ 1,771,191.06	
	CHANGE ORDERS					\$ (418.66)	
	REVISED CONTRACT AMOUNT					\$ 1,770,772.40	
	AMOUNT COMPLETED TO DATE -69.85%					\$ 1,236,872.99	
	LESS RETAINAGE - 10 %					\$ (123,687.30)	
						\$ 1,113,185.68	
	LESS PREVIOUS REQUESTS					\$ (940,603.30)	
	TOTAL AMOUNT DUE AND PAYABLE THIS REQUEST						\$ 172,582.38
	CONTRACTOR'S SIGNATURE <u><i>C. D. De</i></u>						
	<u>Thank You</u>					TOTAL	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

TO OWNER:
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

PROJECT:
East Side Aircraft Hangar, Space Coast Regional Airport
55 Bristow Way, Titusville, Florida

FROM CONTRACTOR:
C & D Construction, Inc.
Post Office Box 236577
Cocoa, FL 32923-6577

VIA ARCHITECT:
Michael Baker International
5200 Belfort Road, Suite 110
Jacksonville, FL 32256

APPLICATION NO: Eight (8)
PERIOD TO: 11/10/2015
PURCHASE ORDER NO.:
CONTRACT DATE: 2/19/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703 is attached.


- 1. ORIGINAL CONTRACT SUM \$ 1,771,191.06
- 2. Net change by Change Orders \$ (418.66)
- 3. CONTRACT SUM TO DATE (LINE 1+ 2) \$ 1,770,772.40
- 4. TOTAL COMPLETED & STORED TO DATE \$ 1,236,872.99
(Column G on G703)
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 123,687.30
(Columns D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$ 123,687.30
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,113,185.68
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 940,603.30
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 172,582.38
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ \$657,586.72
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner	\$ -	
Total approved this month	\$ -	\$ (418.66)
TOTALS	\$ -	\$ (418.66)
NET CHANGES by Change Order	\$ -	\$ (418.66)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C & D Construction, Inc.

BY:  Curtis Deen, President **Date:** 11/13/2015

State of: FLORIDA
County of: BREVARD
Subscribed and sworn to before me this 13th day of November

DEBRAH M. HOTTE
MY COMMISSION # FF 139272
EXPIRES: September 29, 2018
Bonded thru Budget/Mary Services

Notary Public: 
My Commission expires: 09/29/2018

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 172,582.38

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Aaron McDaniel,
P.E.
Digitally signed by Aaron McDaniel, P.E.
DN: cn=Aaron McDaniel, o=C&D Construction, Inc., email=aaron.mcdaniel@candco.com
Date: 11/16/2015
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: Eight

APPLICATION DATE: 11/13/2015

PERIOD TO: 11/10/2015

A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT PRICE	E UNIT	F SCHEDULED VALUE	G WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)	J % (G + C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE) RATE
						M FROM PREVIOUS APPLICATION (D+E)	N THIS PERIOD					
1	General Conditions	1	\$ 128,902.00	LS	\$ 128,902.00	\$ 77,341.20	\$ 12,890.20	-	\$ 90,231.40	70.00%	\$ 38,670.60	9,023.14
2	Concrete	1	\$ 200,000.00	LS	\$ 200,000.00	\$ 200,000.00	-	-	\$ 200,000.00	100.00%	\$ -	\$ 20,000.00
3	Concrete Masonry Unit	1	\$ 40,000.00	LS	\$ 40,000.00	\$ 40,000.00	-	-	\$ 40,000.00	100.00%	\$ -	\$ 4,000.00
4	Insulation	1	\$ 20,000.00	LS	\$ 20,000.00	\$ 10,000.00	-	-	\$ 10,000.00	50.00%	\$ 10,000.00	\$ 1,000.00
5	Doors and Hardware	1	\$ 20,000.00	LS	\$ 20,000.00	-	\$ 18,000.00	-	\$ 18,000.00	90.00%	\$ 2,000.00	\$ 1,800.00
6	Glass	1	\$ 15,000.00	LS	\$ 15,000.00	\$ 3,750.00	\$ 11,250.00	-	\$ 15,000.00	100.00%	\$ -	\$ 1,500.00
7	Paint	1	\$ 15,000.00	LS	\$ 15,000.00	-	\$ 3,000.00	-	\$ 3,000.00	20.00%	\$ 12,000.00	\$ 300.00
8	Specialties	1	\$ 4,000.00	LS	\$ 4,000.00	-	-	-	\$ -	0.00%	\$ 4,000.00	\$ -
9	Building	1	\$ 325,000.00	LS	\$ 325,000.00	\$ 308,750.00	-	-	\$ 308,750.00	95.00%	\$ 16,250.00	\$ 30,875.00
10	Building Erection	1	\$ 70,000.00	LS	\$ 70,000.00	\$ 17,500.00	\$ 24,500.00	-	\$ 42,000.00	60.00%	\$ 28,000.00	\$ 4,200.00
11	Hangar Door	1	\$ 100,000.00	LS	\$ 100,000.00	-	-	-	\$ -	0.00%	\$ 100,000.00	\$ -
12	HVAC	1	\$ 50,000.00	LS	\$ 50,000.00	\$ 28,542.00	\$ 8,958.00	-	\$ 37,500.00	75.00%	\$ 12,500.00	\$ 3,750.00
13	Fire Protection	1	\$ 150,000.00	LS	\$ 150,000.00	\$ 22,500.00	\$ 75,000.00	-	\$ 97,500.00	65.00%	\$ 52,500.00	\$ 9,750.00
14	Plumbing	1	\$ 50,000.00	LS	\$ 50,000.00	\$ 29,580.00	\$ 5,420.00	-	\$ 35,000.00	70.00%	\$ 15,000.00	\$ 3,500.00
15	Electrical	1	\$ 110,000.00	LS	\$ 110,000.00	\$ 37,000.00	\$ 23,500.00	-	\$ 60,500.00	55.00%	\$ 49,500.00	\$ 6,050.00
16	Mobilization	1	\$ 100,000.00	LS	\$ 100,000.00	\$ 100,000.00	-	-	\$ 100,000.00	100.00%	\$ -	\$ 10,000.00
17	As-Built Topographic Survey	1	\$ 11,000.00	LS	\$ 11,000.00	\$ 2,200.00	-	-	\$ 2,200.00	20.00%	\$ 8,800.00	\$ 220.00
18	Remove Existing Asphalt Pavement	700	\$ 5.00	SY	\$ 3,500.00	\$ 2,800.00	-	-	\$ 2,800.00	80.00%	\$ 700.00	\$ 280.00
19	Remove Existing Metal Fence	400	\$ 1.00	LF	\$ 400.00	\$ 360.00	\$ 40.00	-	\$ 400.00	100.00%	\$ -	\$ 40.00
20	Remove Existing 6" CI Water Pipe	100	\$ 90.00	LF	\$ 9,000.00	\$ 9,000.00	-	-	\$ 9,000.00	100.00%	\$ -	\$ 900.00
21	Remove Existing Signs	7	\$ 50.00	EA	\$ 350.00	\$ 350.00	-	-	\$ 350.00	100.00%	\$ -	\$ 35.00
22	Erosion Control	1	\$ 3,000.00	LS	\$ 3,000.00	\$ 900.00	\$ 900.00	-	\$ 1,800.00	60.00%	\$ 1,200.00	\$ 180.00
23	Unclassified Excavation	600	\$ 15.00	CY	\$ 9,000.00	\$ 9,000.00	-	-	\$ 9,000.00	100.00%	\$ -	\$ 900.00
24	Subgrade Stabilization	850	\$ 8.00	SY	\$ 6,800.00	-	-	-	\$ -	0.00%	\$ 6,800.00	\$ -
25	Prepared Soil Layer	1,700	\$ 8.00	SY	\$ 13,600.00	-	-	-	\$ -	0.00%	\$ 13,600.00	\$ -
26	Optional Base Group IV	800	\$ 15.00	SY	\$ 12,000.00	-	-	-	\$ -	0.00%	\$ 12,000.00	\$ -
27	Bituminous Pavement Milling	30	\$ 180.00	SY	\$ 5,400.00	-	\$ 5,400.00	-	\$ 5,400.00	100.00%	\$ -	\$ 540.00

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE OF 4 PAGES

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APPLICATION NO: Eight
 APPLICATION DATE: 11/13/2015
 PERIOD TO: 11/10/2015

ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT PRICE	UNIT	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
28	Type SP-12.5 Asphalt Surface Course	90	\$ 170.00	TON	\$ 15,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 15,300.00	\$ -
29	Type "C" Inlet	3	\$ 3,000.00	EA	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%	\$ -	\$ 900.00
30	Raise Top of Existing Inlet	1	\$ 1,400.00	EA	\$ 1,400.00	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	100.00%	\$ -	\$ 140.00
31	6" PVC (Roof Drain Connections)	160	\$ 18.00	LF	\$ 2,880.00	\$ 1,540.00	\$ -	\$ -	\$ 1,540.00	53.47%	\$ 1,340.00	\$ 154.00
32	12" Type S CPP	72	\$ 25.00	LF	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	100.00%	\$ -	\$ 180.00
33	15" Type S CPP	156	\$ 26.00	LF	\$ 4,056.00	\$ 4,056.00	\$ -	\$ -	\$ 4,056.00	100.00%	\$ -	\$ 405.60
34	Type F Concrete Curb & Gutter	315	\$ 17.00	LF	\$ 5,355.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,355.00	\$ -
35	Concrete Sidewalk	140	\$ 28.00	SY	\$ 3,920.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,920.00	\$ -
36	Sodding	1,700	\$ 2.25	SY	\$ 3,825.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,825.00	\$ -
37	Stop Signs	2	\$ 225.00	EA	\$ 450.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 450.00	\$ -
38	Handicap Parking Lot	1	\$ 225.00	EA	\$ 225.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 225.00	\$ -
39	Non-Reflective Pavement Marking	150	\$ 6.00	SF	\$ 900.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 900.00	\$ -
40	Thermoplastic Stop Bar Marking	50	\$ 25.00	SF	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,250.00	\$ -
41	12" Fire Protection Line Connection (Incl. 12"x10" M.I. Tee & Thrust Block)	1	\$ 5,000.00	LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
42	12" Gate Valve	1	\$ 3,200.00	EA	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00	100.00%	\$ -	\$ 320.00
43	12" PVC Fire Line	40	\$ 150.00	LF	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%	\$ -	\$ 600.00
44	10" Double Check Assembly	1	\$ 17,000.00	EA	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	100.00%	\$ -	\$ 1,700.00
45	FDC, Complete in Place	1	\$ 5,000.00	EA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 500.00
46	2" PVC Connection to New Fire Line (Incl. Fg	10	\$ 250.00	LF	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100.00%	\$ -	\$ 250.00
47	1.5" Meter Assembly (Complete in Place)	1	\$ 1,600.00	EA	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	100.00%	\$ -	\$ 160.00
48	1.5" Polytubing	30	\$ 50.00	LF	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
49	Relocate Existing Fire Hydrant & Valve Assy	1	\$ 6,500.00	EA	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100.00%	\$ -	\$ 650.00
50	Adjust Existing Water Valve	2	\$ 1,000.00	EA	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%	\$ -	\$ 200.00
51	Oil-Water Separator (Lindsay 5000G)	1	\$ 36,188.06	EA	\$ 36,188.06	\$ 32,569.25	\$ -	\$ -	\$ 32,569.25	90.00%	\$ 3,618.81	\$ 3,256.93
52	4" PVC Gravity Sewer Pipe	35	\$ 50.00	LF	\$ 1,750.00	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	100.00%	\$ -	\$ 175.00

CONTINUATION SHEET

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PERIOD TO: 11/10/2015

A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT PRICE	E UNIT	F SCHEDULED VALUE	G WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN DORE)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)	J % (G ÷ C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE) RATE
						M FROM PREVIOUS APPLICATION (D+E)	N THIS PERIOD					
53	6" PVC Gravity Sewer Lateral	200	\$ 50.00	LF	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%	\$ -	\$ 1,000.00
54	Adjust Existing Sanitary Sewer Manhole	1	\$ 1,500.00	EA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
55	Convert Single-Dumpster Trash Enclosure to Double Dumpster Trash Enclosure	1	\$ 2,000.00	LS	\$ 2,000.00	\$ 1,000.00	\$ 600.00	\$ -	\$ 1,600.00	80.00%	\$ 400.00	\$ 160.00
56	Concrete Flume	2	\$ 300.00	EA	\$ 600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 600.00	\$ -
57	Concrete Wheel Stop	6	\$ 100.00	EA	\$ 600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 600.00	\$ -
58	Temporary Chain-Link Fence	350	\$ 10.00	LF	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100.00%	\$ -	\$ 350.00
59	Metal Fence	200	\$ 20.00	LF	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,000.00	\$ -
60	LAG M45 Lavender Grape Myrtle-45 gal.	5	\$ 285.00	EA	\$ 1,425.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,425.00	\$ -
61	LAG RED Red Grape Myrtle-30 gal.	11	\$ 200.00	EA	\$ 2,200.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,200.00	\$ -
62	QUE C65 Cathedral Live Oak-65 gal.	1	\$ 1,000.00	EA	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,000.00	\$ -
63	SAB REL Sabal Palm-Relocated-B & B	4	\$ 110.00	EA	\$ 440.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 440.00	\$ -
64	SAB PAL Sabal Palm-B & B	27	\$ 200.00	EA	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,400.00	\$ -
65	VIB SUS Sandankwa Viburnum-3 gal.	9	\$ 15.00	EA	\$ 135.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 135.00	\$ -
66	XO P63 Dwarf Red Taiwan Ixora-3 gal.	108	\$ 15.00	EA	\$ 1,620.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,620.00	\$ -
67	RHA IND Indian Hawthorn-3 gal.	256	\$ 15.00	EA	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,840.00	\$ -
68	LIR BIG Big Blue Litrope-1 gal.	772	\$ 5.00	EA	\$ 3,860.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,860.00	\$ -
69	MUL Mulch-SF	540	\$ 0.50	SF	\$ 270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 270.00	\$ -
70	Irrigation System (Ind. Well)	1	\$ 30,000.00	LS	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 30,000.00	\$ -
71	One 1" Sch40 PVC Conduit (Hand Excavated Furnish & Install in Earth/Complete in Place)	250	\$ 6.40	LF	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,600.00	\$ -
72	One 2" Sch40 PVC Conduit (Hand Excavated Furnish & Install in Earth/Complete in Place)	150	\$ 10.00	LF	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	\$ -
73	One 3" Sch40 PVC Conduit (Hand Excavated Furnish & Install in Earth/Complete in Place)	400	\$ 8.75	LF	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,500.00	\$ -

CONTINUATION SHEET

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ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT PRICE	UNIT	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
74	One 3" Sch40 PVC Conduit, Concrete Encased (Hand Excavated Furnish & Install in Earth/Complete in Place)	250	\$ 26.00	LF	\$ 6,500.00	-	-	-	\$ -	0.00%	\$ 6,500.00	\$ -
75	One 4" Sch40 PVC Conduit (Hand Excavated Furnish & Install in Earth/Complete in Place)	150	\$ 14.00	LF	\$ 2,100.00	-	-	-	\$ -	0.00%	\$ 2,100.00	\$ -
76	#10 XHHW Conductors (Furnish & Install in New Conduit System)	700	\$ 1.90	LF	\$ 1,330.00	-	-	-	\$ -	0.00%	\$ 1,330.00	\$ -
77	#4/0 XHHW Conductors (Furnish & Install in New Conduit System)	950	\$ 9.60	LF	\$ 9,120.00	-	-	-	\$ -	0.00%	\$ 9,120.00	\$ -
78	#300KCM XHHW Conductors (Furnish & Install in New Conduit System)	1,700	\$ 11.50	LF	\$ 19,550.00	-	-	-	\$ -	0.00%	\$ 19,550.00	\$ -
79	Core Drill Existing Pull Box in Earth & Connect to Conduit System (Complete)	1	\$ 1,350.00	EA	\$ 1,350.00	-	-	-	\$ -	0.00%	\$ 1,350.00	\$ -
80	New Single Luminaire, Concrete Pole & Pull Box Installed in Earth (Complete in Place)	2	\$ 4,600.00	EA	\$ 9,200.00	-	-	-	\$ -	0.00%	\$ 9,200.00	\$ -
81	Relocation of Existing Pull Box (Complete)	1	\$ 1,000.00	EA	\$ 1,000.00	-	800.00	-	\$ 800.00	80.00%	\$ 200.00	\$ 80.00
82	Removal of Existing A T & T Pull Box and Conduit Systems (Complete)	1	\$ 1,000.00	EA	\$ 1,000.00	-	1,000.00	-	\$ 1,000.00	100.00%	\$ -	\$ 100.00
83	Removal of Existing Light Pole, Fixture & Pull Box (Complete)	1	\$ 500.00	EA	\$ 500.00	-	500.00	-	\$ 500.00	100.00%	\$ -	\$ 50.00
84	Allowance - F P & L	1	\$ 30,000.00	EA	\$ 30,000.00	-	-	-	\$ 27,545.00	91.82%	\$ 2,455.00	\$ 2,754.50
85	Relocate Wet Taps on Exterior Water Main	1	\$ 1,348.95	LS	\$ 1,348.95	-	-	-	\$ 1,348.95	100.00%	\$ -	\$ 134.90
CO1-1	Relocate Temporary Fence	1	\$ 11,529.01	LS	\$ 11,529.01	-	-	-	\$ 11,529.01	100.00%	\$ -	\$ 1,152.90
CO1-2	Additional Survey	1	\$ 640.46	LS	\$ 640.46	-	-	-	\$ 640.46	100.00%	\$ -	\$ 64.05
CO1-3	Apron Protection	1	\$ 351.90	LS	\$ 351.90	-	-	-	\$ 351.90	100.00%	\$ -	\$ 35.19
CO1-4	FP & L Allowance (Reduction)	1	\$ 711.02	LS	\$ 711.02	-	-	-	\$ 711.02	100.00%	\$ -	\$ 71.10
CO1-5	Totals				\$ 1,770,772.40	\$ 1,045,114.79	\$ 191,758.20	\$ -	\$ 1,236,872.99	69.85%	\$ 533,899.41	\$ 123,687.30

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						H FROM PREVIOUS APPLICATION (D+E)	I THIS PERIOD					
74	One 3" Sch40 PVC Conduit, Concrete Encased (Hand Excavated Furnish & Install in Earth/Complete in Place)	250	\$ 26.00	LF	\$ 6,500.00	-	-	-	\$ -	0.00%	\$ 6,500.00	\$ -
75	One 4" Sch40 PVC Conduit (Hand Excavated Furnish & Install in Earth/Complete in Place)	150	\$ 14.00	LF	\$ 2,100.00	-	-	-	\$ -	0.00%	\$ 2,100.00	\$ -
76	#10 XHHW Conductors (Furnish & Install in New Conduit System)	700	\$ 1.90	LF	\$ 1,330.00	-	-	-	\$ -	0.00%	\$ 1,330.00	\$ -
77	#4/0 XHHW Conductors (Furnish & Install in New Conduit System)	950	\$ 9.60	LF	\$ 9,120.00	-	-	-	\$ -	0.00%	\$ 9,120.00	\$ -
78	#300KCM XHHW Conductors (Furnish & Install in New Conduit System)	1,700	\$ 11.50	LF	\$ 19,550.00	-	-	-	\$ -	0.00%	\$ 19,550.00	\$ -
79	Core Drill Existing Pull Box in Earth & Connect to Conduit System (Complete)	1	\$ 1,350.00	EA	\$ 1,350.00	-	-	-	\$ -	0.00%	\$ 1,350.00	\$ -
80	New Single Luminaire, Concrete Pole & Pull Box Installed in Earth (Complete in Place)	2	\$ 4,600.00	EA	\$ 9,200.00	-	-	-	\$ -	0.00%	\$ 9,200.00	\$ -
81	Relocation of Existing Pull Box (Complete)	1	\$ 1,000.00	EA	\$ 1,000.00	-	800.00	-	\$ 800.00	80.00%	\$ 200.00	\$ 80.00
82	Removal of Existing A T & T Pull Box and Conduit Systems (Complete)	1	\$ 1,000.00	EA	\$ 1,000.00	-	1,000.00	-	\$ 1,000.00	100.00%	\$ -	\$ 100.00
83	Removal of Existing Light Pole, Fixture & Pull Box (Complete)	1	\$ 500.00	EA	\$ 500.00	-	500.00	-	\$ 500.00	100.00%	\$ -	\$ 50.00
84	Allowance - F P & L	1	\$ 30,000.00	EA	\$ 30,000.00	27,545.00	-	-	\$ 27,545.00	91.82%	\$ 2,455.00	\$ 2,754.50
CO1-1	Replace 6" Gate Valve	1	\$ 1,348.95	LS	\$ 1,348.95	1,348.95	-	-	\$ 1,348.95	100.00%	\$ -	\$ 134.90
CO1-2	Relocate Wat Taps on Exterior Water Main	1	\$ 11,529.01	LS	\$ 11,529.01	11,529.01	-	-	\$ 11,529.01	100.00%	\$ -	\$ 1,152.90
CO1-3	Relocate Temporary Fence	1	\$ 640.46	LS	\$ 640.46	640.46	-	-	\$ 640.46	100.00%	\$ -	\$ 64.05
CO1-4	Additional Survey	1	\$ 351.90	LS	\$ 351.90	351.90	-	-	\$ 351.90	100.00%	\$ -	\$ 35.19
CO1-5	Apron Protection	1	\$ 711.02	LS	\$ 711.02	711.02	-	-	\$ 711.02	100.00%	\$ -	\$ 71.10
CO1-6	FP & L Allowance (Reduction)	1	\$ (15,000.00)	LS	\$ (15,000.00)	(15,000.00)	-	-	\$ (15,000.00)	100.00%	\$ -	\$ (1,500.00)
Totals					\$ 1,770,772.40	\$ 1,045,114.79	\$ 191,758.20	\$ -	\$ 1,236,872.99	69.85%	\$ 533,899.41	\$ 123,887.30



TIX → SPACE COAST REGIONAL AIRPORT
COI → MERRITT ISLAND AIRPORT
X2I → ARTHUR DUNN AIRPARK

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: November 19, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM D

Discussion by Mr. Brian Pendleton of Recent Invoiced Costs by Airport Engineering Company and Contractors Regarding Current Projects

BACKGROUND

Airport Engineering Company is currently conducting the engineering and oversight work for various projects. The invoice review is to keep the Board informed and ensure we meet FDOT compliance requirements.

ISSUES

All projects are moving forward.

ALTERNATIVES

If anything regarding the numbers is unclear during the discussion, the Airport Authority Board may ask questions about the costs to ensure everyone is comfortable with the invoices as presented.

FISCAL IMPACT

The current Invoiced Costs for the invoices will be covered by Mr. Brian Pendleton, of AEC, in detail at the Board Meeting. The back-up documentation is provided for the Board's convenience of reference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by Airport Engineering Company and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

INVOICE

AIRPORT ENGINEERING CO., INC.
3612 McLean Ave.
Rockledge, FL 32955
321-633-3034

To: Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
Attn: Michael Powell

Re: Space Coast Regional Airport
Airport Mapping and Obstruction Survey
FAA AIP No. 3-12-0080-26-2014
FDOT Item No. 431575-1

Invoice Date: October 23, 2015
Period: Jan. 17 to Sept. 30, 2015
Invoice Number: 15083

Basic Services
AEC Job No. 1308

For professional services rendered in accordance with the Twenty-Fourth Amendment dated January 5, 2015, to the Agreement for Consulting Engineering Services

Para. 2A - Services by Quantum Spatial - Airport Mapping and Obstruction Survey - **see Invoice 45322, attached**

Para. 2B - Services by Morgan & Assoc. - Ground Control Survey - Completed.


Para. 2C - Services by AEC - Project Management, Coordination, and Support

<u>Task</u>	<u>Fee</u>	<u>Percent Complete</u>		<u>Fee Earned</u>
		<u>Last Period</u>	<u>This Period</u>	
Para. 2A - Aerial Photography	17,882.00*	100	100 ✓	17,882.00 ✓
Para. 2A - Airspace Analysis	62,590.00*	0	55	34,424.50 ✓
Para. 2B - Ground Control	19,750.00	0	100	19,750.00 ✓
Para. 2C - Services by AEC	<u>10,000.00</u>	18	72**	<u>7,200.00</u> ✓
Totals	\$110,222.00			\$79,256.50
			Less Amount Previously Invoiced	<u>19,682.00</u>
			TOTAL AMOUNT DUE THIS INVOICE	\$59,574.50 ✓

*Total for the first two items is \$80,472 as stated in the 24th Amendment, Paragraph 2A.

**Para. 2C is invoiced in direct proportion to Para. 2A and 2B combined, rounded to nearest 1%.

I certify that this invoice is true and correct.



10/27/15