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## City Council Agenda Item

### Meeting of January 19, 2016

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**TO:** The Honorable Mayor and Members of the City Council

**FROM:** James R. O'Connor, City Manager 

**DATE:** January 12, 2016

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**SUBJECT:** Award of Contract and Two Public/Private Partnership Agreements to Construct, Mark, Light West GA Apron, Phase III (FDOT #422489-1-94-01) (Bid #340-15/CSS)

**REQUESTED BY:** City Manager/Airport Director

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The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached document-  
ation.
- No action required. (Information only)
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## MEMORANDUM

**TO:** James R. O'Connor, City Manager  
**VIA:** Wayne R. Coment, City Attorney  
**FROM:** Ericson W. Menger, Airport Director  
**DATE:** January 8, 2016  
**SUBJECT:** AWARD OF CONTRACT AND TWO PUBLIC/PRIVATE PARTNERSHIP AGREEMENTS TO CONSTRUCT, MARK, LIGHT WEST GA APRON, PHASE III (FDOT #422489-1-94-01) (BID # 340-15/CSS)

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Please see the attached Bid Tabulation and Engineers recommendation from URS Corp/AECOM to award Community Asphalt this project in the amount of \$2,975,657 [see bid tab for breakdown (Schedule 1, Alt 2A, Alt 3A, Alt 3B)]. Also attached are copies of each of the Public/Private Partnership (P3) Agreements.

### **BACKGROUND:**

This project is Phase 3 of a 3-phase pavement construction project to complete the aircraft parking area along Taxiway C near the main runway at the Airport. The area is serviced by 2 Fixed Base Operator (FBOs) - Corporate Air and Paris Air - which handle mostly corporate jets, flight training, maintenance, and charter services for the flying public.

City Council has previously approved the use of FDOT grant funds in the amount of \$2,150,000 of the total project cost. The remaining funds will be paid by the two FBOs - please see the attached P3 Agreements that outline the terms and the cost to each of the FBOs. These agreements have gone through the City Attorney's Office for review and approval and have been signed by the FBOs.

### **FUNDING:**

Total project cost is \$3,320,587. FDOT's share is \$2,150,000, Corporate Air's share is \$700,780, and Paris Air's share is \$392,199. The Airport has minimal expense for this project for some pre-design work and permits which total about \$77,608. Airport account #443.4000.542.612003 will be used for financial accounting for this project. There is no funding from the City's general fund.

### **ANALYSIS:**

**Strengths:** The cost is being shared with FDOT and two FBOs.

**Weaknesses:** We will have construction on the field which could impact the use of portions of the airfield.

**Opportunities:** This project is a public/private partnership so that the amount required to match the State's grant funds will be covered by the two FBOs that benefit from this aircraft parking area improvement project.

**Threats:** None.

### **RECOMMENDATION:**

Staff respectfully requests this item be placed on the January 19, 2016, City Council Agenda, recommending awarding the contract to Community Asphalt in the amount of \$2,975,657 and approval of both P3 agreements.

EWM:drg  
Attachments

cc: Airport Commission Members (via email/US mail)  
City Manager's Office (via email)  
Finance Department (via email)  
Purchasing Department (via email)

**CITY OF VERO BEACH**  
**340-15/CSS West GA Apron**  
**Opened 12-22-15**

	<b>Community Asphalt</b>	<b>Engecon Const.</b>	<b>Ranger Const</b>
<b>Bid Schedule 1</b>	<b>\$1,337,587.53</b>	<b>\$1,311,775.40</b>	<b>\$2,016,109.61</b>
<b>Bid Schedule 2</b>	<b>\$1,474,247.36</b>	<b>\$1,878,597.92</b>	<b>\$1,503,740.98</b>
<b>Alternate Bid Sch 2</b>	<b>\$921,587.16</b>	<b>1119.861.72</b>	<b>\$951,685.58</b>
<b>Bid Schedule 3A</b>	<b>\$710,026.31</b>	<b>\$806,353.64</b>	<b>\$716,499.65</b>
<b>Altternate Bid Sch 3A</b>	<b>\$431,456.61</b>	<b>\$459,904.64</b>	<b>\$438,181.95</b>
<b>Bid Schedule 3B</b>	<b>\$500,281.10</b>	<b>\$565,782.00</b>	<b>\$502,543.50</b>
<b>Alternate Bid Sch 3B</b>	<b>\$285,025.30</b>	<b>\$300,052.00</b>	<b>\$289,195.10</b>
<b>Bid Bond</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Drug-Free</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Trench Safety Act</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Non-Collusive Affidavit</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Nonsegregated Certification</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>DBE</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Questionnair</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>E-Verify</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Addendum 1-3</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

**Purchasing Division**



January 4, 2016

Mr. Ericson W. Menger  
Airport Director  
City of Vero Beach Municipal Airport  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**RE: Construct, Mark & Light West GA Apron – Phase 3  
FDOT FM No. 422489-1-94-01**

Dear Mr. Menger:

URS Corporation has reviewed the referenced project bids opened and read aloud by City Purchasing on December 22, 2015. Bids were received from the following three construction companies; Community Asphalt, ENGECON Construction and Ranger Construction Industries. A bid summary / tabulation is attached.

The project was bid with both flexible and rigid pavement alternatives. Under every scenario Community Asphalt is the apparent low bidder. Community Asphalt has successfully completed projects at several south Florida Airports and multiple major FDOT roadway projects.

URS therefore recommends the City of Vero Beach award the referenced project construction contract to Community Asphalt, subject to legal and financial review by the City and the Florida Department of Transportation.

Should you have any questions on the enclosed, please call.

Sincerely,

**URS Corporation**

Steven G. Henriquez, P.E.  
Vice President

SGH/dk

URS Corporation  
7650 West Courtney Campbell Causeway  
Tampa, FL 33607-1462  
Tel: 813.286.1711  
Fax: 813.287.8591  
www.urscorp.com

**BID TABULATION**

SPONSOR'S NAME AND ADDRESS			OFFICIAL NAME AND LOCATION OF AIRPORT				DATE OF BID OPENING:		DESCRIPTION OF WORK:			
City of Vero Beach 3400 Cherokee Drive Vero Beach, FL 32961			Vero Beach Regional Airport Vero Beach, FL				December 22, 2015 FDOT FM NO.		Construct, Mark & Light West GA Apron, Phase 3			
			CITY OF VERO BEACH BID NO.		340-15-CSS	422489-1-94-01		URS PROJECT NO.:		60405295		
			ENGINEER'S ESTIMATE				Community Asphalt		ENGECON Construction 2290 10th Ave. N. Ste 408 Lake Worth, FL 33461		Ranger Construction Industries 1200 Elbow Way Winter Garden, FL 34787	
BID NO.	SPEC. NO.	DESCRIPTION OF ITEM	UNIT	AWARD QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>BID SCHEDULE 1 - SITE INFRASTRUCTURE FOR AREAS "A" AND "B"</b>												
1	P-100-2.1	MOBILIZATION	LS	1	\$100,000.00	\$100,000.00	\$370,780.65	\$370,780.65	\$160,000.00	\$160,000.00	\$905,100.00	\$905,100.00
2	P-151-4.1	CLEARING AND GRUBBING	ACRE	5.5	\$8,000.00	\$44,000.00	\$12,701.38	\$69,857.59	\$22,000.00	\$121,000.00	\$4,706.00	\$25,883.00
3	P-151-4.2	MISCELLANEOUS DEMOLITION	LS	1	\$15,000.00	\$15,000.00	\$25,006.94	\$25,006.94	\$12,455.00	\$12,455.00	\$15,295.00	\$15,295.00
4	P-151-4.3	REMOVE EXISTING AIRFIELD FENCE, INCLUDING GATES	LF	1920	\$5.00	\$9,600.00	\$5.84	\$11,212.80	\$5.00	\$9,600.00	\$8.29	\$12,076.80
5	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	21600	\$5.00	\$108,000.00	\$6.34	\$136,944.00	\$13.80	\$298,080.00	\$12.42	\$268,272.00
6	P-152-4.2	UNSUITABLE EXCAVATION	CY	500	\$7.00	\$3,500.00	\$11.90	\$5,950.00	\$22.00	\$11,000.00	\$5.92	\$2,960.00
7	P-156-5.1	EROSION CONTROL MEASURES	LS	1	\$30,000.00	\$30,000.00	\$3,452.71	\$3,452.71	\$30,000.00	\$30,000.00	\$15,340.00	\$15,340.00
8	D-701-5.1	14"x23" ELLIPTICAL RCP (CLASS IV)	LF	1200	\$60.00	\$72,000.00	\$71.00	\$85,200.00	\$65.30	\$78,360.00	\$78.82	\$94,584.00
9	D-701-5.2	19"x30" ELLIPTICAL RCP (CLASS IV)	LF	391	\$75.00	\$29,325.00	\$92.84	\$36,300.44	\$85.40	\$33,391.40	\$117.31	\$45,868.21
10	D-701-5.3	24"x38" ELLIPTICAL RCP (CLASS IV)	LF	78	\$90.00	\$7,020.00	\$125.61	\$9,797.58	\$115.50	\$9,009.00	\$137.65	\$10,736.70
11	D-701-5.4	29"x45" ELLIPTICAL RCP (CLASS IV)	LF	182	\$100.00	\$18,200.00	\$158.38	\$28,825.16	\$150.00	\$27,300.00	\$172.94	\$31,475.08
12	D-751-5.1	FDOT TYPE "H" INLET, 2-GRATE	EA	1	\$4,000.00	\$4,000.00	\$7,645.99	\$7,645.99	\$10,000.00	\$10,000.00	\$8,235.29	\$8,235.29
13	D-751-5.2	FDOT CUSTOM TYPE "H" INLET, 4-GRATE	EA	1	\$7,000.00	\$7,000.00	\$6,553.71	\$6,553.71	\$9,000.00	\$9,000.00	\$7,058.82	\$7,058.82
14	D-751-5.3	MANHOLE, AIRCRAFT RATED	EA	1	\$10,000.00	\$10,000.00	\$17,476.56	\$17,476.56	\$16,000.00	\$16,000.00	\$18,823.53	\$18,823.53
15	D-752-5.2	TRIPLE 14"x23" ELLIPTICAL MITERED END SECTION	EA	1	\$2,000.00	\$2,000.00	\$12,015.13	\$12,015.13	\$12,000.00	\$12,000.00	\$12,941.18	\$12,941.18
16	D-752-5.3	19"x30" ELLIPTICAL MITERED END SECTION	EA	4	\$1,200.00	\$4,800.00	\$5,461.43	\$21,845.72	\$5,000.00	\$20,000.00	\$5,882.35	\$23,529.40
17	D-752-5.4	24"x38" ELLIPTICAL MITERED END SECTION	EA	1	\$1,500.00	\$1,500.00	\$6,553.71	\$6,553.71	\$6,000.00	\$6,000.00	\$7,058.82	\$7,058.82
18	D-752-5.5	29"x45" ELLIPTICAL MITERED END SECTION	EA	2	\$1,800.00	\$3,600.00	\$8,738.28	\$17,476.56	\$10,000.00	\$20,000.00	\$9,411.77	\$18,823.54
19	D-752-5.6	DITCH BLOCK MODIFICATION	EA	2	\$5,000.00	\$10,000.00	\$1,092.29	\$2,184.58	\$2,500.00	\$5,000.00	\$1,176.47	\$2,352.94
20	T-904-5.1	SODDING	SY	61790	\$3.00	\$185,370.00	\$2.63	\$162,507.70	\$2.00	\$123,580.00	\$3.07	\$189,695.30
21	100-1	UTILITY/WELL MODIFICATION AND ELECTRICAL ALLOWANCE	ALLOWANCE	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
<b>TOTAL BID SCHEDULE 1</b>						<b>\$964,915.00</b>		<b>\$1,337,587.53</b>		<b>\$1,311,775.40</b>		<b>\$2,016,109.61</b>
<b>BID SCHEDULE 2 - AREA "A" DRAINAGE, PAVING, LIGHTING, MARKING, &amp; FENCING (CONCRETE)</b>												
22	P-101-5.1	REMOVE EXISTING ASPHALT PAVEMENT	S.Y.	4400	\$10.00	\$44,000.00	\$5.54	\$24,376.00	\$27.50	\$121,000.00	\$1.50	\$6,600.00
23	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	14730	\$9.00	\$132,570.00	\$4.57	\$67,316.10	\$6.50	\$95,745.00	\$5.14	\$75,712.20
24	P-211-5.2	LIME ROCK BASE COURSE (11" THICK)	S.Y.	1480	\$20.00	\$29,600.00	\$13.13	\$19,432.40	\$25.00	\$37,000.00	\$16.13	\$23,872.40
25	P-401-8.1	BITUMINOUS SURFACE COURSE	TONS	380	\$200.00	\$76,000.00	\$131.35	\$49,913.00	\$130.00	\$49,400.00	\$152.46	\$57,934.80
26	P-501-8.2	PORTLAND CEMENT CONCRETE PAVEMENT (12.5" THICK)	S.Y.	12980	\$125.00	\$1,622,500.00	\$84.97	\$1,102,910.60	\$108.15	\$1,403,787.00	\$85.00	\$1,103,300.00
27	P-620-5.1	TAXIWAY PAINTING-YELLOW REFLECTIVE (2 COATS REQUIRED)	S.F.	2600	\$2.00	\$5,200.00	\$1.53	\$3,978.00	\$1.41	\$3,668.00	\$4.12	\$10,712.00
28	P-620-5.2	TAXIWAY PAINTING-BLACK NON-REFLECTIVE (1 COAT REQUIRED)	S.F.	4300	\$1.00	\$4,300.00	\$0.72	\$3,096.00	\$0.66	\$2,838.00	\$1.76	\$7,568.00
29	P-620-5.3	RUNWAY SURFACE PAINTED HOLD POSITION SIGN	EA	1	\$2,500.00	\$2,500.00	\$2,909.85	\$2,909.85	\$2,677.32	\$2,677.32	\$1,000.00	\$1,000.00
30	F-162-5.1	CHAIN-LINK FENCE, TYPE 1	LF	810	\$15.00	\$12,150.00	\$32.77	\$26,543.70	\$21.00	\$17,010.00	\$35.29	\$28,584.90
31	F-162-5.2	CHAIN-LINK FENCE, TYPE 2 WILDLIFE	LF	470	\$25.00	\$11,750.00	\$54.61	\$25,666.70	\$15.08	\$7,087.60	\$58.82	\$27,645.40
32	D-701-5.1	14"x23" ELLIPTICAL RCP (CLASS IV)	LF	394	\$60.00	\$23,640.00	\$71.00	\$27,974.00	\$65.33	\$25,740.02	\$78.82	\$31,055.08
33	D-701-5.2	19"x30" ELLIPTICAL RCP (CLASS IV)	LF	108	\$75.00	\$8,100.00	\$92.84	\$10,026.72	\$85.43	\$9,226.44	\$102.35	\$11,053.80
34	D-701-5.3	24"x38" ELLIPTICAL RCP (CLASS IV)	LF	48	\$90.00	\$4,320.00	\$125.61	\$6,029.28	\$115.58	\$5,547.84	\$137.65	\$6,607.20
35	D-751-5.3	MANHOLE, AIRCRAFT RATED	EA	1	\$10,000.00	\$10,000.00	\$17,476.56	\$17,476.56	\$16,080.00	\$16,080.00	\$18,823.53	\$18,823.53
36	D-751-5.4	INLET, AIRCRAFT RATED TYPE A	EA	3	\$10,000.00	\$30,000.00	\$9,830.56	\$29,491.68	\$9,750.00	\$29,250.00	\$10,588.24	\$31,764.72
37	D-752-5.1	14"x23" ELLIPTICAL MITERED END SECTION	EA	1	\$1,100.00	\$1,100.00	\$4,915.28	\$4,915.28	\$4,522.50	\$4,522.50	\$5,294.12	\$5,294.12
38	D-752-5.3	19"x30" ELLIPTICAL MITERED END SECTION	EA	1	\$1,200.00	\$1,200.00	\$5,461.43	\$5,461.43	\$5,025.00	\$5,025.00	\$5,882.36	\$5,882.36
39	D-752-5.4	24"x38" ELLIPTICAL MITERED END SECTION	EA	1	\$1,500.00	\$1,500.00	\$6,553.71	\$6,553.71	\$6,030.00	\$6,030.00	\$7,058.82	\$7,058.82
40	L-108-5.1	UNDERGROUND CABLE, #8 AWG, 5 KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT INCLUDING CONNECTIONS	L.F.	1310	\$2.00	\$2,620.00	\$1.42	\$1,860.20	\$1.31	\$1,716.10	\$1.53	\$2,004.30
41	L-108-5.2	BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	L.F.	1020	\$2.50	\$2,550.00	\$2.73	\$2,784.60	\$2.51	\$2,560.20	\$2.94	\$2,998.80
42	L-110-5.1	1W2" UNDERGROUND ELECTRICAL DUCT, PVC, SCHEDULE 40, NON-CONCRETE ENCASED, INCLUDING TRENCHING	L.F.	940	\$12.00	\$11,280.00	\$4.70	\$4,418.00	\$4.32	\$4,060.80	\$5.06	\$4,756.40
43	L-110-5.3	2W4" NON-CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	44	\$30.00	\$1,320.00	\$16.38	\$720.72	\$15.08	\$663.52	\$17.65	\$776.60
44	L-110-5.4	2W4" CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	76	\$50.00	\$3,800.00	\$38.23	\$2,905.48	\$35.18	\$2,673.68	\$41.18	\$3,129.68
45	L-125-5.1	L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED IN TURF	EA	13	\$1,500.00	\$19,500.00	\$955.75	\$12,424.75	\$879.38	\$11,431.94	\$1,029.41	\$13,382.33
46	L-125-5.2	L-867D JUNCTION CAN IN TURF	EA	2	\$800.00	\$1,600.00	\$649.91	\$1,299.82	\$597.98	\$1,195.96	\$700.00	\$1,400.00
47	L-125-5.3	RELOCATED AIRFIELD GUIDANCE SIGN, INCLUDING NEW CONCRETE BASE, COMPLETE IN-PLACE	EA	2	\$4,000.00	\$8,000.00	\$6,881.39	\$13,762.78	\$6,331.50	\$12,663.00	\$7,411.77	\$14,823.54
<b>TOTAL BID SCHEDULE 2</b>						<b>\$2,071,100.00</b>		<b>\$1,474,247.36</b>		<b>\$1,878,597.92</b>		<b>\$1,503,740.98</b>

			ENGINEER'S ESTIMATE				Community Asphalt		ENGECON Construction 2290 10th Ave. N. Ste 408 Lake Worth, FL 33461		Ranger Construction Industries 1200 Eiboc Way Winter Garden, FL 34787	
BID NO.	SPEC. NO.	DESCRIPTION OF ITEM	UNIT	AWARD QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>ALTERNATE BID SCHEDULE 2 - AREA "A" DRAINAGE, PAVING, LIGHTING, MARKING, &amp; FENCING (ASPHALT)</b>												
48	P-101-5.1	REMOVE EXISTING ASPHALT PAVEMENT	S.Y.	4400	\$10.00	\$44,000.00	\$5.45	\$23,980.00	\$27.50	\$121,000.00	\$1.50	\$6,600.00
49	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	14730	\$9.00	\$132,570.00	\$4.51	\$66,432.30	\$6.30	\$92,799.00	\$5.14	\$75,712.20
50	P-211-5.2	LIME ROCK BASE COURSE (11" THICK)	S.Y.	13100	\$20.00	\$262,000.00	\$15.44	\$202,264.00	\$21.50	\$281,650.00	\$13.03	\$170,693.00
51	P-401-8.1	BITUMINOUS SURFACE COURSE	TONS	3720	\$125.00	\$465,000.00	\$112.53	\$418,611.60	\$111.00	\$412,920.00	\$124.29	\$462,358.80
52	P-620-5.1	TAXIWAY PAINTING-YELLOW REFLECTIVE (2 COATS REQUIRED)	S.F.	2600	\$2.00	\$5,200.00	\$1.53	\$3,978.00	\$1.41	\$3,666.00	\$4.12	\$10,712.00
53	P-620-5.2	TAXIWAY PAINTING-BLACK NON-REFLECTIVE (1 COAT REQUIRED)	S.F.	4300	\$1.00	\$4,300.00	\$0.72	\$3,096.00	\$0.66	\$2,838.00	\$1.76	\$7,568.00
54	P-620-5.3	RUNWAY SURFACE PAINTED HOLD POSITION SIGN	EA	1	\$2,500.00	\$2,500.00	\$2,909.85	\$2,909.85	\$2,677.32	\$1,000.00	\$1,000.00	\$1,000.00
55	F-162-5.1	CHAIN-LINK FENCE, TYPE 1	LF	810	\$15.00	\$12,150.00	\$32.77	\$26,543.70	\$35.18	\$28,495.80	\$35.29	\$28,584.90
56	F-162-5.2	CHAIN-LINK FENCE, TYPE 2 WILDLIFE	LF	470	\$25.00	\$11,750.00	\$54.61	\$25,666.70	\$75.38	\$35,428.60	\$58.82	\$27,645.40
57	D-701-5.1	14"x23" ELLIPTICAL RCP (CLASS IV)	LF	394	\$60.00	\$23,640.00	\$71.00	\$27,974.00	\$65.33	\$25,740.02	\$78.82	\$31,055.08
58	D-701-5.2	19"x30" ELLIPTICAL RCP (CLASS IV)	LF	108	\$75.00	\$8,100.00	\$92.84	\$10,026.72	\$85.43	\$9,226.44	\$102.35	\$11,053.80
59	D-701-5.3	24"x38" ELLIPTICAL RCP (CLASS IV)	LF	48	\$90.00	\$4,320.00	\$125.61	\$6,029.28	\$115.58	\$5,547.84	\$137.65	\$6,607.20
60	D-751-5.3	MANHOLE, AIRCRAFT RATED	EA	1	\$10,000.00	\$10,000.00	\$17,476.56	\$17,476.56	\$16,080.00	\$16,080.00	\$18,823.53	\$18,823.53
61	D-751-5.4	INLET, AIRCRAFT RATED TYPE A	EA	3	\$10,000.00	\$30,000.00	\$9,830.56	\$29,491.68	\$9,750.00	\$29,250.00	\$10,588.24	\$31,764.72
62	D-752-5.1	14"x23" ELLIPTICAL MITERED END SECTION	EA	1	\$1,100.00	\$1,100.00	\$4,915.28	\$4,915.28	\$4,522.50	\$4,522.50	\$5,294.12	\$5,294.12
63	D-752-5.3	19"x30" ELLIPTICAL MITERED END SECTION	EA	1	\$1,200.00	\$1,200.00	\$5,461.43	\$5,461.43	\$5,025.00	\$5,025.00	\$5,882.36	\$5,882.36
64	D-752-5.4	24"x38" ELLIPTICAL MITERED END SECTION	EA	1	\$1,500.00	\$1,500.00	\$6,553.71	\$6,553.71	\$6,030.00	\$6,030.00	\$7,058.82	\$7,058.82
65	L-108-5.1	UNDERGROUND CABLE, #8 AWG, 5 KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT INCLUDING CONNECTIONS	L.F.	1310	\$2.00	\$2,620.00	\$1.42	\$1,860.20	\$1.31	\$1,716.10	\$1.53	\$2,004.30
66	L-108-5.2	BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	L.F.	1020	\$2.50	\$2,550.00	\$2.73	\$2,784.60	\$2.51	\$2,560.20	\$2.94	\$2,998.80
67	L-110-5.1	1W2" UNDERGROUND ELECTRICAL DUCT, PVC, SCHEDULE 40, NON-CONCRETE ENCASED, INCLUDING TRENCHING	L.F.	940	\$12.00	\$11,280.00	\$4.70	\$4,418.00	\$4.32	\$4,060.80	\$5.06	\$4,756.40
68	L-110-5.3	2W4" NON-CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	44	\$30.00	\$1,320.00	\$16.38	\$720.72	\$15.08	\$663.52	\$17.65	\$776.60
69	L-110-5.4	2W4" CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	76	\$50.00	\$3,800.00	\$38.23	\$2,905.48	\$35.18	\$2,673.68	\$41.18	\$3,129.68
70	L-125-5.1	L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED IN TURF	EA	13	\$1,500.00	\$19,500.00	\$955.75	\$12,424.75	\$879.38	\$11,431.94	\$1,029.41	\$13,382.33
71	L-125-5.2	L-867D JUNCTION CAN IN TURF	EA	2	\$800.00	\$1,600.00	\$649.91	\$1,299.82	\$597.98	\$1,195.96	\$700.00	\$1,400.00
72	L-125-5.3	RELOCATED AIRFIELD GUIDANCE SIGN, INCLUDING NEW CONCRETE BASE, COMPLETE IN-PLACE	EA	2	\$4,000.00	\$8,000.00	\$6,881.39	\$13,762.78	\$6,331.50	\$12,663.00	\$7,411.77	\$14,823.54
<b>TOTAL ALTERNATE BID SCHEDULE 2</b>						<b>\$1,070,000.00</b>	<b>\$921,587.16</b>	<b>\$1,119,861.72</b>	<b>\$951,685.58</b>			
<b>BID SCHEDULE 3A - AREA "B" EAST SIDE PAVING, LIGHTING, MARKING, &amp; FENCING (CONCRETE)</b>												
73	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	8650	\$9.00	\$77,850.00	\$4.51	\$39,011.50	\$6.50	\$56,225.00	\$5.51	\$47,661.50
74	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (8" THICK)	S.Y.	8500	\$80.00	\$680,000.00	\$71.84	\$610,640.00	\$80.00	\$680,000.00	\$71.00	\$603,500.00
75	P-620-5.1	TAXIWAY PAINTING-YELLOW REFLECTIVE (2 COATS REQUIRED)	S.F.	400	\$2.00	\$800.00	\$3.17	\$1,268.00	\$2.91	\$1,164.00	\$4.12	\$1,648.00
76	P-620-5.2	TAXIWAY PAINTING-BLACK NON-REFLECTIVE (1 COAT REQUIRED)	S.F.	600	\$1.00	\$600.00	\$1.59	\$954.00	\$1.47	\$882.00	\$1.76	\$1,056.00
77	F-162-5.2	CHAIN-LINK FENCE, TYPE 2 WILDLIFE	LF	580	\$25.00	\$14,500.00	\$54.61	\$31,673.80	\$75.38	\$43,720.40	\$58.82	\$34,115.60
78	F-162-5.3	DRIVEWAY GATE, 24" DOUBLE SWING, INCLUDING CONCRETE PAD	EA	1	\$4,000.00	\$4,000.00	\$5,461.43	\$5,461.43	\$5,025.00	\$5,025.00	\$5,882.36	\$5,882.36
79	L-108-5.1	UNDERGROUND CABLE, #8 AWG, 5 KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT INCLUDING CONNECTIONS	L.F.	1220	\$2.00	\$2,440.00	\$1.42	\$1,732.40	\$1.31	\$1,598.20	\$1.53	\$1,866.60
80	L-108-5.2	BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	L.F.	960	\$2.50	\$2,400.00	\$2.73	\$2,620.80	\$2.51	\$2,409.60	\$2.94	\$2,822.40
81	L-110-5.1	1W2" UNDERGROUND ELECTRICAL DUCT, PVC, SCHEDULE 40, NON-CONCRETE ENCASED, INCLUDING TRENCHING	L.F.	880	\$12.00	\$10,560.00	\$4.70	\$4,136.00	\$4.32	\$3,801.60	\$5.06	\$4,452.80
82	L-110-5.3	2W4" NON-CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	32	\$30.00	\$960.00	\$16.38	\$524.16	\$15.08	\$482.56	\$17.65	\$564.80
83	L-110-5.4	2W4" CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	55	\$50.00	\$2,750.00	\$38.23	\$2,102.65	\$35.18	\$1,934.90	\$41.18	\$2,264.90
84	L-125-5.1	L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED IN TURF	EA	9	\$1,500.00	\$13,500.00	\$955.75	\$8,601.75	\$879.38	\$7,914.42	\$1,029.41	\$9,264.69
85	L-125-5.2	L-867D JUNCTION CAN IN TURF	EA	2	\$800.00	\$1,600.00	\$649.91	\$1,299.82	\$597.98	\$1,195.96	\$700.00	\$1,400.00
<b>TOTAL BID SCHEDULE 3A</b>						<b>\$811,960.00</b>	<b>\$710,026.31</b>	<b>\$806,353.64</b>	<b>\$716,499.65</b>			

			ENGINEER'S ESTIMATE				Community Asphalt		ENGECON Construction 2290 10th Ave. N. Ste 408 Lake Worth, FL 33461		Ranger Construction Industries 1200 Elbow Way Winter Garden, FL 34787	
BID NO.	SPEC. NO.	DESCRIPTION OF ITEM	UNIT	AWARD QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>ALTERNATE BID SCHEDULE 3A - AREA "B" EAST SIDE PAVING, LIGHTING, MARKING, &amp; FENCING (ASPHALT)</b>												
86	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	8650	\$9.00	\$77,850.00	\$4.51	\$39,011.50	\$6.50	\$56,225.00	\$5.51	\$47,661.50
87	P-211-5.1	LIME ROCK BASE COURSE (6" THICK)	S.Y.	8570	\$15.00	\$128,550.00	\$10.14	\$86,899.80	\$10.30	\$88,271.00	\$8.01	\$68,645.70
88	P-401-8.1	BITUMINOUS SURFACE COURSE	TONS	2190	\$125.00	\$273,750.00	\$111.95	\$245,170.50	\$112.00	\$245,280.00	\$117.14	\$256,536.60
89	P-620-5.1	TAXIWAY PAINTING-YELLOW REFLECTIVE (2 COATS REQUIRED)	S.F.	400	\$2.00	\$800.00	\$3.17	\$1,268.00	\$2.91	\$1,164.00	\$4.12	\$1,648.00
90	P-620-5.2	TAXIWAY PAINTING-BLACK NON-REFLECTIVE (1 COAT REQUIRED)	S.F.	600	\$1.00	\$600.00	\$1.59	\$954.00	\$1.47	\$882.00	\$1.76	\$1,056.00
91	F-162-5.2	CHAIN-LINK FENCE, TYPE 2 WILDLIFE	LF	580	\$25.00	\$14,500.00	\$54.61	\$31,673.80	\$75.38	\$43,720.40	\$58.82	\$34,115.60
92	F-162-5.3	DRIVEWAY GATE, 24' DOUBLE SWING, INCLUDING CONCRETE PAD	EA	1	\$4,000.00	\$4,000.00	\$5,461.43	\$5,461.43	\$5,025.00	\$5,025.00	\$5,882.36	\$5,882.36
93	L-108-5.1	UNDERGROUND CABLE, #8 AWG, 5 KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT INCLUDING CONNECTIONS	L.F.	1220	\$2.00	\$2,440.00	\$1.42	\$1,732.40	\$1.31	\$1,598.20	\$1.53	\$1,866.60
94	L-108-5.2	BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	L.F.	960	\$2.50	\$2,400.00	\$2.73	\$2,620.80	\$2.51	\$2,409.60	\$2.94	\$2,822.40
95	L-110-5.1	1W2" UNDERGROUND ELECTRICAL DUCT, PVC, SCHEDULE 40, NON-CONCRETE ENCASED, INCLUDING TRENCHING	L.F.	880	\$12.00	\$10,560.00	\$4.70	\$4,136.00	\$4.32	\$3,801.60	\$5.06	\$4,452.80
96	L-110-5.3	2W4" NON-CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	32	\$30.00	\$960.00	\$16.38	\$524.16	\$15.08	\$482.56	\$17.65	\$564.80
97	L-110-5.4	2W4" CONCRETE ENCASED PVC SCHEDULE 40 CONDUIT, INCLUDING TRENCHING	L.F.	55	\$50.00	\$2,750.00	\$38.23	\$2,102.65	\$35.18	\$1,934.90	\$41.16	\$2,264.90
98	L-125-5.1	L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED IN TURF	EA	9	\$1,500.00	\$13,500.00	\$955.75	\$8,601.75	\$879.38	\$7,914.42	\$1,029.41	\$9,264.69
99	L-125-5.2	L-867D JUNCTION CAN IN TURF	EA	2	\$800.00	\$1,600.00	\$649.91	\$1,299.82	\$597.98	\$1,195.96	\$700.00	\$1,400.00
<b>TOTAL ALTERNATE BID SCHEDULE 3A</b>						<b>\$534,260.00</b>	<b>\$431,456.61</b>	<b>\$459,904.64</b>	<b>\$438,181.95</b>			
<b>BID SCHEDULE 3B - AREA "B" WEST SIDE PAVING, LIGHTING, MARKING, &amp; FENCING (CONCRETE)</b>												
100	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	6610	\$9.00	\$59,490.00	\$4.51	\$29,811.10	\$6.20	\$40,982.00	\$5.35	\$35,363.50
101	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (8" THICK)	S.Y.	6580	\$80.00	\$526,400.00	\$71.50	\$470,470.00	\$80.00	\$526,400.00	\$71.00	\$467,180.00
<b>TOTAL BID SCHEDULE 3B</b>						<b>\$585,890.00</b>	<b>\$500,281.10</b>	<b>\$567,382.00</b>	<b>\$502,543.50</b>			
<b>ALTERNATE BID SCHEDULE 3B - AREA "B" WEST SIDE PAVING, LIGHTING, MARKING, &amp; FENCING (ASPHALT)</b>												
102	P-160-8.1	SUBGRADE STABILIZATION (12" THICK)	S.Y.	6610	\$9.00	\$59,490.00	\$4.51	\$29,811.10	\$6.20	\$40,982.00	\$5.35	\$35,363.50
103	P-211-5.1	LIME ROCK BASE COURSE (6" THICK)	S.Y.	6540	\$15.00	\$98,100.00	\$10.03	\$65,596.20	\$10.50	\$68,670.00	\$8.09	\$52,908.60
104	P-401-8.1	BITUMINOUS SURFACE COURSE	TONS	1700	\$125.00	\$212,500.00	\$111.54	\$189,618.00	\$112.00	\$190,400.00	\$118.19	\$200,923.00
<b>TOTAL ALTERNATE BID SCHEDULE 3B</b>						<b>\$370,090.00</b>	<b>\$285,025.30</b>	<b>\$300,052.00</b>	<b>\$289,195.10</b>			

Mathematical errors and omissions have been corrected and indicated with bold, italics, and highlighted cells.

TOTAL BID SCHEDULE 1	\$ 964,915.00	\$ 1,337,587.53	\$ 1,311,775.40	\$ 2,016,109.61
TOTAL BID SCHEDULE 2	\$ 2,071,100.00	\$ 1,474,247.36	\$ 1,878,597.92	\$ 1,503,740.98
TOTAL ALTERNATE BID SCHEDULE 2	\$ 1,070,000.00	\$ 921,587.16	\$ 1,119,861.72	\$ 951,685.58
TOTAL BID SCHEDULE 3A	\$ 811,960.00	\$ 710,026.31	\$ 806,353.64	\$ 716,499.65
TOTAL ALTERNATE BID SCHEDULE 3A	\$ 534,260.00	\$ 431,456.61	\$ 459,904.64	\$ 438,181.95
TOTAL BID SCHEDULE 3B	\$ 585,890.00	\$ 500,281.10	\$ 567,382.00	\$ 502,543.50
TOTAL ALTERNATE BID SCHEDULE 3B	\$ 370,090.00	\$ 285,025.30	\$ 300,052.00	\$ 289,195.10
TOTAL BS 1 + BS 2 + BS 3A	\$ 3,847,975.00	\$ 3,521,861.20	\$ 3,996,726.96	\$ 4,236,350.24
TOTAL BS 1 + BS 2 + BS 3A + BS 3B	\$ 4,433,865.00	\$ 4,022,142.30	\$ 4,564,108.96	\$ 4,738,893.74
TOTAL BS 1 + ALT BS 2 + ALT BS 3A	\$ 2,569,175.00	\$ 2,690,631.30	\$ 2,891,541.76	\$ 3,405,977.14
TOTAL BS 1 + ALT BS 2 + ALT BS 3A + ALT BS 3B	\$ 2,939,265.00	\$ 2,975,656.60	\$ 3,191,593.76	\$ 3,695,172.24

**VERO BEACH REGIONAL AIRPORT  
 CONSTRUCT WEST GA APRON PHASE 3  
 ESTIMATED FEE SPLIT WITH CITY COVERING COSTS FOR WATER MAIN RELOCATIONS**

	<u>CITY</u>	<u>CORPORATE AIR</u>	<u>PARIS</u>	<u>TOTAL</u>
<b>Professional Services:</b>				
Remaining:	\$ -	\$ 224,203.00	\$ 120,727.00	\$ 344,930.00
<b>Subtotal:</b>	<b>\$ -</b>	<b>\$ 224,203.00</b>	<b>\$ 120,727.00</b>	<b>\$ 344,930.00</b>
<b>Construction (Asphalt)</b>				
Schedule 1:	\$ 300,000.00	\$ 518,794.00	\$ 518,794.00	\$ 1,337,588.00
Alt 2A:	\$ -	\$ 921,587.00	\$ -	\$ 921,587.00
Alt 3A:	\$ -	\$ -	\$ 431,457.00	\$ 431,457.00
Alt 3B:	\$ -	\$ -	\$ 285,025.00	\$ 285,025.00
<b>Subtotal:</b>	<b>\$ 300,000.00</b>	<b>\$ 1,440,381.00</b>	<b>\$ 1,235,276.00</b>	<b>\$ 2,975,657.00</b>
<b>TOTAL:</b>	<b>\$ 300,000.00</b>	<b>\$ 1,664,584.00</b>	<b>\$ 1,356,003.00</b>	<b>\$ 3,320,587.00</b>
<b>FDOT Funds:</b>	<b>\$ -</b>	<b>\$ 963,804.00</b>	<b>\$ 963,804.00</b>	<b>\$ 1,927,608.00</b>
<b>Remainder:</b>	<b>\$ 300,000.00</b>	<b>\$ 700,780.00</b>	<b>\$ 392,199.00</b>	<b>\$ 1,392,979.00</b>

## **Public-Private Partnership for West GA Apron Improvements**

This Public-Private Partnership for West GA Apron Improvements ("Agreement") is entered into as of the 1<sup>st</sup> day of February, 2016 ("Effective Date") by and between the **CITY OF VERO BEACH**, a Florida municipal corporation whose mailing address is P. O. Box 1389, Vero Beach, Florida 32961-1389 ("City") and **CORPORATE AIR, INC.**, a Florida Profit Corporation, whose mailing address is 3200 Airport West Drive, Vero Beach, Florida 32960 ("Corporate Air").

**WHEREAS**, the aviation activity at Vero Beach Regional Airport in the vicinity of the two Fixed Base Operators at Airport West, Corporate Air, Inc. and Paris Air, Inc. ("FBOs"), has increased to the point that a build-out of the respective aircraft parking apron areas is needed; and,

**WHEREAS**, a build-out of the respective aircraft parking apron areas at Airport West for the FBOs will include over 116,800 square feet of asphalt ramp with Federal Aviation Administration ("FAA") Florida Department of Transportation ("FDOT") approved marking, lighting and will be called "Construct/Mark/Light West General Aviation Apron Phase III" ("Project"); and,

**WHEREAS**, the City desires to assist the FBOs in completion of the Project by pursuing and administering grant funding, by hiring a qualified engineering firm for design and on-site engineering oversight of the project to FAA/FDOT specifications, and by managing the construction of the Project; and,

**WHEREAS**, the FBOs have agreed to participate financially in the project due to insufficient City funding to accomplish the entire scope required by the FBOs to complete the full apron build-out; and,

**WHEREAS**, each FBO has a mutual interest in the completion of this Project along with the City, and each is willing to participate in the funding thereof by entering into separate Public-Private Partnership Agreements.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Corporate Air agree as follows:

1. The foregoing "WHEREAS" clauses are hereby incorporated herein.
2. The City's Project contribution will be \$ 963,804.00 toward design and construction of the Project on a portion of Corporate Air's current leased premises. In the event that costs are increased due to change order, both parties involved must agree and approve the changes and cost.
3. Corporate Air's Project contribution will be \$ 700,780.00 toward design and construction costs of the Project on a portion of Corporate Air's current leased premises. In the event that costs are increased due to change order, both parties involved must agree and approve the changes and cost.
4. Corporate Air agrees to pay the City \$ 700,780.00 either over a period of two years (one-half of the total amount paid to the City each year) or a one-time payment of the full amount owed. The first partial payment, or the one-time payment in full, shall be due and payable upon the City's final payment to the contractor upon completion of the project. The second payment shall be due one calendar year from the date of the first payment.

5. All applicable provisions of that certain Fixed Base Operator's Lease Agreement between City and Corporate Air on Parcel 5, 7, 8, 16, 17, 18, 19 & 20, dated October 1, 2004, as amended by Addendum to Lease Agreement dated March 16, 2005, Second Addendum to Lease Agreement dated July 18, 2006 and Third Addendum to Fixed Base Operator Lease Agreement dated June 4, 2013 ("Lease"), including but not limited to insurance provisions, indemnification provisions, and default provisions, shall be expressly made a part of this Agreement. Corporate Air shall at all times carry the required insurance on its existing leasehold and be in full compliance with its Lease, as amended.
6. All applicable provisions of that certain Fixed Base Operator's Lease Agreement between City and Corporate Air on Parcel 21, dated April 1, 2010, as amended by Addendum to Lease Agreement dated June 4, 2013 ("Lease"), including but not limited to insurance provisions, indemnification provisions, and default provisions, shall be expressly made a part of this Agreement. Corporate Air shall at all times carry the required insurance on its existing leasehold and be in full compliance with its Lease, as amended.
7. Failure to timely pay said Project contribution shall constitute a breach of said Lease(s).
8. The City's Project share of \$ 963,804.00 may be funded by a grant from the FDOT, under Joint Participation Agreement (JPA) WPI# 422489-1-94-01 ("Grant"). This Grant may fund up to 58% of the total Project cost, including ramp development on the other FBO leaseholds at Airport West under this Project. If said Grant is not awarded to City in amounts sufficient for the City to undertake the Project, as determined in City's sole discretion, this Agreement shall terminate.
9. The Project shall follow all FAA and FDOT standards and specifications. The City will be advertising this Project for bids and managing all design and construction aspects. Corporate Air shall be given simultaneous email notice of the advertising for bids including qualification requirements immediately upon publication of said notice. No aspects of this Project will be performed by Corporate Air; all aspects of this Project will be under the control of the City. Corporate Air shall have no duty of care imposed upon it by this contract in respect to materials, workmanship, inspection, or otherwise. Engineers, contractors and materialmen shall carry the insurance as required the FDOT and City. Corporate Air shall be named as an additional insured in all such insurance policies.
10. The Project improvements will become a part of the Leased Premises and after said Lease expires the City will take full possession of the improved area per the Lease terms. Corporate Air will have the right to use the completed Project improvements for any legal purpose allowed under the Lease terms.
11. At Corporate Air's request, providing Corporate Air is not in default under the terms of its existing Lease and providing this Public-Private Partnership Agreements is fully executed and approved by both parties, the City will enter negotiations to modify Corporate Air's lease for the new FBO lobby on parcels 19, 20 and 21, in addition Corporate Air also intends to construct two new hangers on parcels 17 and 18 and part of 19 with the agreed purpose to extend the Lease for the new (2016) development for 30 years to enable Corporate Air to amortize its cost under this agreement. If Lease modification or extension requires approval by the Vero Beach City Council, said lease

modification shall be placed on the City Council agenda at the next available meeting of the Council after execution by Corporate Air. Said City Council approved is in the City Council's sole discretion.

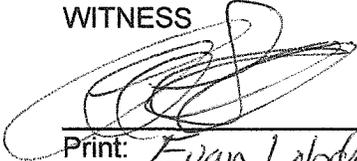
12. Project costs shall include, but are not limited to; all permit fees, impact fees, and design, engineering and construction costs. The City's maximum participation in this Project is limited to the amount of the Grant (currently \$ 1,927,608.00 ). Corporate Air's maximum participation in this Project is limited to 42% of the amount of the Project (currently \$ 700,780.00 ) applicable to Corporate Air's portion of the project
13. Corporate Air agrees and understands that the City will make all decisions and determinations of how to proceed in disputes regarding the Project, up to and including legal action and whether or not to settle any claim and/or the terms of any proposed settlement arising therefrom; provided, however, that City shall not enter into any agreement or settlement that may result in or require any financial contribution from Corporate Air or a diminution of the value of Corporate Air's leasehold without the express written consent of Corporate Air.
14. In that the completion date of this project may be a term or condition of Corporate Air financing for the new Fixed Base Operation Center, completion of the Project shall be on or before September 30, 2016 subject to force majeure and circumstances beyond control of City, contractors or Corporate Air.
15. Subject to any limitations in federal or state law, the LANDLORD agrees that the TENANT shall have no liability for any pre-existing environmental contamination of the Leased Premises, provided the TENANT demonstrates that an event causing such environmental contamination was a pre-occupancy event as described in Paragraph (k) of Standard Lease Provisions for Airport Tenants for which TENANT is not liable hereunder. The LANDLORD will hold the TENANT harmless from all costs and expenses associated with any such pre-existing environmental contamination of the Leased Premises arising out of a pre-occupancy event which was not caused by the TENANT.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their authorized representatives.

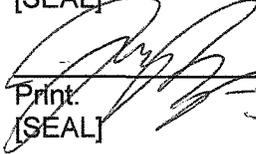
**SIGNATURE PAGES FOLLOW:**

COPORATE AIR, INC.

WITNESS

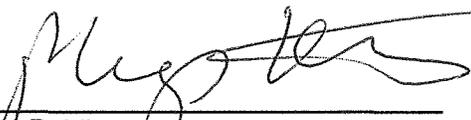
  
\_\_\_\_\_  
Print: Evan Lobdell  
[SEAL]

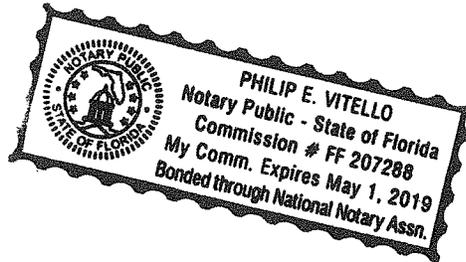
  
\_\_\_\_\_  
Rodger L. Pridgeon  
President

  
\_\_\_\_\_  
Print: Justin Pridgeon  
[SEAL]

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2016,  
by Rodger L. Pridgeon, as President of Corporate Air, Inc. He is personally known to me  
and he did not take an oath.

  
\_\_\_\_\_  
Notary Public  
My Commission No.:  
My Commission Expires:



CITY OF VERO BEACH

ATTEST:

CITY OF VERO BEACH

\_\_\_\_\_  
Tammy K. Vock  
City Clerk

\_\_\_\_\_  
Jay Kramer  
Mayor

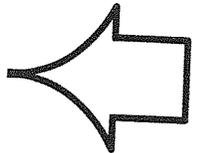
[CITY SEAL]

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

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jay Kramer, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach. They are personally known to me.

\_\_\_\_\_  
Notary Public  
My Commission No.:  
My Commission Expires:



Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

*for* \_\_\_\_\_  
*Maed S. Coment*  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
*James R. O'Connor*  
James R. O'Connor  
City Manager

Approved as to technical requirements:

\_\_\_\_\_  
*Ericson W. Menger*  
Ericson W. Menger  
Airport Director

## **Public-Private Partnership for West GA Apron Improvements**

This Public-Private for West GA Apron Improvements ("Agreement") is entered into as of the 1<sup>st</sup> day of February, 2016 ("Effective Date") by and between the **CITY OF VERO BEACH**, a Florida municipal corporation whose mailing address is P. O. Box 1389, Vero Beach, Florida 32961-1389 ("City") and **PARIS AIR, INC.**, a Florida Profit Corporation, whose mailing address is 3300 Airport West Drive, Vero Beach, Florida 32960 ("Paris Air").

**WHEREAS**, the aviation activity at Vero Beach Regional Airport in the vicinity of the two Fixed Base Operators at Airport West, Corporate Air, Inc. and Paris Air, Inc. ("FBOs"), has increased to the point that a build-out of the respective aircraft parking apron areas is needed; and,

**WHEREAS**, a build-out of the respective aircraft parking apron areas at Airport West for the FBOs will include over 135,000 square feet of asphalt ramp with Federal Aviation Administration ("FAA") Florida Department of Transportation ("FDOT") approved marking, lighting will be called "Construct/Mark/Light West General Aviation Apron Phase III" ("Project"); and,

**WHEREAS**, the City desires to assist the FBOs in completion of the Project by pursuing and administering grant funding, by hiring a qualified engineering firm for design and on-site engineering oversight of the project to FAA/FDOT specifications, and by managing the construction of the Project; and,

**WHEREAS**, the FBOs have agreed to participate financially in the project due to insufficient City funding to accomplish the entire scope required by the FBOs to complete the full apron build-out; and,

**WHEREAS**, each FBO has a mutual interest in the completion of this Project along with the City, and each is willing to participate in the funding thereof by entering into separate Public-Private Partnership Agreements.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Paris Air agree as follows:

1. The foregoing "WHEREAS" clauses are hereby incorporated herein.
2. The City's Project contribution will be \$ 963,804.00 toward design and construction of the Project on a portion of Paris Air's current leased premises. In the event that costs are increased due to change order, both parties involved must agree and approve the changes and cost.
3. Paris Air's Project contribution will be \$ 392,199.00 toward design and construction costs of the Project on a portion of Paris Air's current leased premises. In the event that costs are increased due to change order, both parties involved must agree and approve the changes and cost.
4. Paris Air agrees to pay the City \$ 392,199.00 either over a period of two years (one-half of the total amount paid to the City each year) or a one-time payment of the full amount owed. The first partial payment, or the one-time payment in full, shall be due and payable upon the City's final payment to the contractor upon completion of the project. The second payment shall be due one calendar year from the date of the first payment.

5. All applicable provisions of that certain Fixed Base Operator's Lease Agreement between City and Paris Air on Parcel 10, 11, 12, 13, 14 & 15, dated August 1, 2000, as amended by Addendum to Lease Agreement dated July 18, 2001, and Second Addendum to Lease Agreement dated March 8, 2006 ("Lease"), including but not limited to insurance provisions, indemnification provisions, and default provisions, shall be expressly made a part of this Agreement. Paris Air shall at all times carry the required insurance on its existing leasehold and be in full compliance with its Lease, as amended.
6. Failure to timely pay said Project contribution shall constitute a breach of said Lease.
7. The City's Project share of \$ 963,804.00 may be funded by a grant from the FDOT, under Joint Participation Agreement (JPA) WPI# 422489-1-94-01 ("Grant"). This Grant may fund up to 71% of the total Project cost, including ramp development on two other FBO leaseholds at Airport West under this Project. If said Grant is not awarded to City in amounts sufficient for the City to undertake the Project, as determined in City's sole discretion, this Agreement shall terminate.
8. The Project shall follow all FAA and FDOT standards and specifications. The City will be advertising this Project for bids and managing all design and construction aspects. Paris Air shall be given simultaneous email notice of the advertising for bids including qualification requirements immediately upon publication of said notice. No aspects of this Project will be performed by Paris Air; all aspects of this Project will be under the control of the City. Paris Air shall have no duty of care imposed upon it by this contract in respect to materials, workmanship, inspection, or otherwise. Engineers, contractors and materialmen shall carry the insurance as required the FDOT and City. Paris Air shall be named as an additional insured in all such insurance policies.
9. The Project improvements will become a part of the Lease and after said Lease expires the City will take full possession of the improved area per the Lease terms. Paris Air will have the right to use the completed Project improvements for any legal purpose allowed under the Lease terms.
10. At Paris Air's request, provided Paris Air is not in default under the terms of its existing Lease and provided that this Agreement is fully executed and approved by both parties, the City will enter negotiations to modify Paris Air's existing lease for parcels 10, 11, 12, 13, 14 & 15 with the agreed purpose to extend the Lease to enable Paris Air to amortize its cost under this agreement. If said lease modification or extension requires approval by the Vero Beach City Council, said lease modification shall be placed on the City Council agenda at the next available meeting of the Council after execution by Paris Air. Said City Council approval is in the City Council's sole discretion.
11. Project costs shall include, but are not limited to, all permit fees, impact fees, and design, engineering and construction costs. The City's maximum participation in this Project is limited to the amount of the Grant (currently \$ 1,927,608.00 ). Paris Air's maximum participation in this Project is limited to 29% of the amount of the Project (currently \$ 392,199.00 ) applicable to Paris Air's portion of the Project.
12. Paris Air agrees and understands that City will make all decisions and determinations of how to proceed in disputes regarding the Project, up to and including legal action and whether or not to settle any claim and/or the terms of any proposed settlement arising therefrom; provided, however, that City shall not enter into any agreement or settlement, that may result in or require any financial contribution from Paris Air or a diminution of

the value of Paris Air's leasehold without the express written consent of Paris Air.

13. In that the completion date of this project may be a term or condition of Paris Air financing for the new construction, completion of the Project shall be on or before September 30, 2016, subject to force majeure and circumstances beyond control of City, contractors or Paris Air.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their authorized representatives.

**SIGNATURE PAGES FOLLOW:**

PARIS AIR, INC.

WITNESS

Jennifer Sanders  
Print: Jennifer Sanders  
[SEAL]

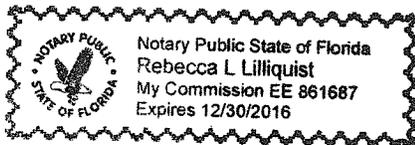
Michelle Sorigie  
Print: Michelle Sorigie  
[SEAL]

Paris G. Christodoulides  
Paris G. Christodoulides  
President

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2016, by Paris G. Christodoulides, as President of Paris Air, Inc. He is **personally known to me** and **he did not** take an oath.

Rebecca L. Lilliquist  
Notary Public  
My Commission No.:  
My Commission Expires:



CITY OF VERO BEACH

ATTEST:

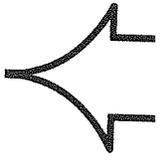
CITY OF VERO BEACH

\_\_\_\_\_  
Tammy K. Vock  
City Clerk

\_\_\_\_\_  
Jay Kramer  
Mayor

[CITY SEAL]

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



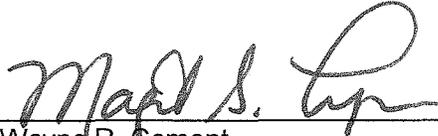
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

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\_\_\_\_\_  
Notary Public  
My Commission No.:  
My Commission Expires:

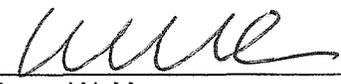
Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

*for:*   
\_\_\_\_\_  
Wayne R. Coment  
City Attorney

  
\_\_\_\_\_  
James R. O'Connor  
City Manager

Approved as to technical requirements:

  
\_\_\_\_\_  
Ericson W. Menger  
Airport Director