



BOARD OF PORT COMMISSIONERS MEETING AGENDA

BRIAN HAMMAN
Vice Chair

LARRY KIKER
Chair

FRANK MANN

JOHN E. MANNING

CECIL L PENDERGRASS

JEFF MULDER
Executive Director

RICHARD WM. WESCH
Port Attorney

May 16, 2019

**LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS
AND
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

**Training and Conference Center, Southwest Florida
15924 Air Cargo Lane, Fort Myers, Florida**

9:30 AM

Invocation: Pastor David Freire, New Life Assembly of God

Pledge of Allegiance

Public Presentation:

- **Ceremonial Presentation of the 2019 Distinguished Service Award from the American Association of Airport Executives to Jeff Mulder, A.A.E., executive director of the Lee County Port Authority. Award to be presented by Jeanne Oliver, 2018-19 Chair of AAAE and assistant director, aviation security and technology for the Port Authority of New York & New Jersey.**

Public Comment on Consent and Administrative Agenda

Consent Agenda

- **Items to be pulled for discussion by the Board**
- **Motion to approve balance of items**
- **Consideration of items pulled for discussion**

Administrative Agenda

Commissioners' Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Executive Director Items

Port Attorney Items

Adjourn

AIRPORTS SPECIAL MANAGEMENT COMMITTEE				
NOEL ANDRESS	JOHN GOODRICH	ROBBIE ROEPSTORFF Vice Chair	RANDY KRISE Chair	FRAN MYERS
Dana W. Carr – Charlotte County			R. Scott Cameron – Collier County	

PUBLIC PRESENTATION

1. Ceremonial Presentation of the 2019 Distinguished Service Award from the American Association of Airport Executives to Jeff Mulder, A.A.E., executive director of the Lee County Port Authority. Award to be presented by Jeanne Oliver, 2018-19 Chair of AAAE and assistant director, aviation security and technology for the Port Authority of New York & New Jersey.
Presenter:
Jeanne Oliver

CONSENT AGENDA

ADMINISTRATION – Ben Siegel

2. Request Board approve the minutes for the Board of Port Commissioners meeting on March 7, 2019
Term:
N/A
Funding Source:
N/A
3. Request Board adopt a Resolution approving an application to the Foreign-Trade Zone Board of the U.S. Department of Commerce to reorganize Foreign Trade Zone #213 under the Alternative Site Framework, and delegate authority to the Executive Director to execute related documents and take further action incident to securing approval of the application.
Term:
n/a
Funding Source:
n/a
4. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” to Arthrex, Inc.
Term:
month-to-month, beginning June 1, 2019
Funding Source:
n/a

AVIATION – Gary Duncan

5. Request Board approve the purchase of one (1) Toro Groundsmaster 4000-D T4F mower with fan, canopy, beacon and light kit from WescoTurf, Incorporated under Florida State Contract Number: 21100000-15-1 in the amount of \$62,076.65.
Term:
N/A
Funding Source:
Capital Account VB5131541200.506410.

CONSENT AGENDA - Continued

DEVELOPMENT – Mark Fisher

6. Request Board approve a Contract Amendment with Johnson Engineering, Inc. to delete Section 2.2 referencing Florida Statutes 287.055 since it is not applicable to this contract.
Term:
N/A
Funding Source:
N/A

7. Request Board approve a Contract Amendment with Passarella and Associates, Inc. to delete Section 2.2 referencing Florida Statutes 287.055 since it is not applicable to this contract.
Term:
N/A
Funding Source:
N/A

8. Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of \$10,766,976.14 to perform Construction Manager/General Contractor services associated with the Passenger Check-in Modernization Project at the Southwest Florida International Airport (RSW); and approve a Total Project Budget in the amount of \$13,007,270.
Term:
June 22, 2022
Funding Source:
Florida Department of Transportation Grant 441246-1-94-01 and RSW Construction Acct. 20859641234.506540.20.

9. Request Board authorize a Contract Amendment with Schenkel & Shultz, Inc., in the amount of \$179,683 to perform Construction Administration services associated with the Passenger Check-in Modernization Project at the Southwest Florida International Airport (RSW).
Term:
Five Years
Funding Source:
Florida Department of Transportation Grant 441246-1-94-1, Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport; Account No. 20859641234.506510.70.

CONSENT AGENDA - Continued

DEVELOPMENT – Mark Fisher

10. Request Board authorize a Contract Amendment with DeAngelis Diamond Construction in the amount of \$44,695,122 to provide Construction Manager/General Contractor Services associated with the construction of a new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport; and authorize a Total Project Budget in the amount of \$80,163,694.

Term:
January 31, 2023

Funding Source:
Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506530.30
11. Request Board authorize a Contract Amendment with AECOM Technical Services, Inc. in the amount of \$3,755,440 to provide Project Management/Construction Administration services associated with the construction of a new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport.

Term:
January 31, 2023

Funding Source:
Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.70
12. Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,120,254 from the Florida Department of Transportation for the Air Traffic Control Tower at Southwest Florida International Airport.

Term:
N/A

Funding Source:
N/A
13. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$1,976,545.39 to perform design manager services associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).

Term:
Five Years

Funding Source:
Florida Department of Transportation Grant 441981-1-94-01; Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport, Account No. 20859541234.506510.20.

CONSENT AGENDA - Continued

DEVELOPMENT – Mark Fisher

14. Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 431368-1-94-01) in the amount of \$340,000 from the Florida Department of Transportation for the Rehabilitation of Runways, Associated Taxiways and Aprons at Page Field.

Term:

N/A

Funding Source:

N/A

15. Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) in the amount of \$1,375,766 from the Florida Department of Transportation for construction services associated with the Multi-use Aircraft Hangar and Ramp at Page Field (FMY).

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

COMMISSIONERS' ITEMS/COMMITTEE APPOINTMENTS

COMMENTS FROM THE CHAIR OF THE ASMC

EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Ceremonial Presentation of the 2019 Distinguished Service Award from the American Association of Airport Executives to Jeff Mulder, A.A.E., executive director of the Lee County Port Authority. Award to be presented by Jeanne Oliver, 2018-19 Chair of AAAE and assistant director, aviation security and technology for the Port Authority of New York & New Jersey.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** N/A

5. **CATEGORY:** 1.
Public Presentation
6. **ASMC MEETING DATE:**
7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Ben Siegel
- DIV. Administration

10. BACKGROUND:

Jeff Mulder, A.A.E., executive director of LCPA, has been recognized with the 2019 Distinguished Service Award (DSA) by the American Association of Airport Executives, one of the highest levels of recognition for this organization. The award is given to an airport professional as a reflection of outstanding accomplishments in both their professional and personal lives - for being a respected leader in their communities, contributing to other aviation organizations, involvement in AAAE as well as civic and community affairs. DSA winners are accredited members who exemplify the best in airport management by continually bringing credit to the profession and aviation community.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u> <i>Benjamin R. Siegel</i>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting on March 7, 2019</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: 2.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
|--|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
Meeting minutes for March 7, 2019

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting on March 7, 2019</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: n/a</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p>	<p>5. CATEGORY: Communications</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 5/9/2019</p>
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<p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p><u> X </u> CONSENT</p> <p>_____ ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</p> <p>NAME <u>Eileen Gabrick</u> EG</p> <p>DIV. <u>Lee County Clerk of Court- Minutes</u></p>
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10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
Meeting minutes for March 7, 2019

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>					

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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MARCH 7, 2019

A Joint Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Training and Conference Center at the Southwest Florida International Airport (RSW), with the following members present:

LEE COUNTY PORT AUTHORITY

Larry Kiker, Chair
 Brian Hamman, Vice-Chair
 Franklin B. Mann
 John E. Manning
 Cecil Pendergrass - *Absent*

Lee County Attorney:

Richard Wm. Wesch, Port Attorney
 Gregory S. Hagen, Sr. Asst. Port Attorney

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

Randy Krise, Chair
 Robbie Roepstorff, Vice-Chair
 Fran Myers
 Noel Address
 John B. Goodrich - *Absent*

Regional Members:

Collier County Representative R. Scott Cameron
 Charlotte County Representative Dana W. Carr -
Absent

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS - Jan 2019 and Feb 2019
- PROCUREMENT STATUS REPORT - March 7, 2019
- PASSENGER QUARTERLY REPORT - 1st Qtr. FY 18-19
- PROJECTED FLIGHTS AND SEATS - Feb thru May 2019
- TDC UPDATE - February 14, 2019

The Chairman called the meeting to order at 9:31 a.m. The Invocation was given by Reverend James C.

Givens, Mount Olive AME Church, followed by the Pledge of Allegiance.

9:30 A.M. AGENDA ITEM

The Chairman called for public comment on the Consent Agenda and there were no speakers.

No Consent Agenda items were pulled for discussion by the individual Commissioners.

The Chairman called for a motion to approve the balance of the Consent Agenda and Commissioner Hamman so moved, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

CONSENT AGENDA**ADMINISTRATION – Ben Siegel**

- 1.** Request Board approve the minutes for the Board of Port Commissioners meeting on January 17, 2019
Term:
 N/A
Funding Source:
 N/A
Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.
- 2.** Request Board approve a “Land Lease for Construction and Operation of a Flight School at Page Field” and a “Lease of Office Space at Page Field” with FMY Holdings, LLC.
Term:
 Land lease: initial term of twenty (20) years from Rent Commencement Date, with two (2) options to extend by five (5) years each. Office space lease: month to month.
Funding Source:
 N/A
Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.
- 3.** Request Board approve a “Ground Lease of Skyplex Parcel at Southwest Florida International Airport” to NeoGenomics Laboratories, Inc.
Term:
 30 years, plus four 5-year extension options

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 4.** Request Board approve a First Amendment to “Land Lease for Construction of Corporate Hangar Building at Page Field” with JCP Leasing, Inc.

Term:

20 years, plus two 5-year extension options

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.**AVIATION – Gary Duncan**

- 5.** Request Board award RFB 19-02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for the Lee County Port Authority to Johnson Controls, Inc., the lowest responsive, responsible bidder, and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.

Term:

June 1, 2019 to May 31, 2022

Funding Source:

General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 6.** Request Board award RFB #19-04, Purchase of New ITW GSE Preconditioned Air and Ground Power Units for Lee County Port Authority to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$283,400 per the terms and conditions of the purchase contract.

Term:

One year contract to commence on or about March 11, 2019.

Funding Source:

Capital Account VB5131541200.506410.

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 7.** Request Board approve the purchase of seven (7) fleet vehicles, three (3) from Tamiami Ford under Collier County Contract #12-5935 and four (4) vehicles from Alan Jay Automotive under Sourcewell Contract #2019-120716-NAF in the amount of \$273,878.48.

Term:

N/A

Funding Source:

Funds are available in accounts: VB5131541200.506430, Vehicles/Rolling Stock and PD5420141206.506430, Gerlach Trust used exclusively for Airport Police Department Canine expenses.

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.**DEVELOPMENT – Mark Fisher**

- 8.** Request Board authorize execution of a Contract with Owen-Ames-Kimball Company (OAK), for construction management/general contracting services for the Rental Car Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 9.** Request Board authorize a Contract Amendment with Atkins North America, Inc., in the amount of \$307,802 to perform Concept Refinement and Preliminary Design services associated with the Rental Car Areas Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).

Term:

Five Years

Funding Source:

Customer Facility Charges, RSW Account No. 20859941234.506510.20

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 10.** Request Board authorize a Contract Amendment with Aero Systems Engineering, Inc. in the amount of \$1,199,061 to perform design services associated with the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).

Term:

Five Years

Funding Source:

Passenger Facility Charges, Account No. 20860841234.506510.20.

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 11.** Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc., in the amount of \$103,386 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

Passenger Facility Charges, Account No. 20860841234.506510.20.

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

- 12.** Request Board (1) approve a grant (Modification No. Z0114-3 to Subgrant Agreement) from the Division of Emergency Management in the amount of \$74,313.98 for hurricane-related property damage at Southwest Florida International Airport (RSW) and Page Field (FMY) and (2) authorize Executive Director to approve any future Modifications on behalf of the LCPA.

Term:

N/A

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

RESOLUTION No. 19-03-04 PA

PORT ATTORNEY – Greg Hagen

- 13.** Request Board Adopt Resolution amending Sections 5 & 9 of the Lee County Port Authority Purchasing Manual to place greater emphasis on current firm workload when evaluating responses to competitive Requests for Letters of Qualifications

Term:

N/A

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

RESOLUTION No. 19-03-05 PA

- 14.** Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar.

Term:

N/A

Funding Source:

N/A

Vote: Commissioner Hamman moved approval, seconded by Commissioner Manning, called and carried with Commissioner Pendergrass absent.

ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

- 15.** Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar.

Term:

N/A

Funding Source:

N/A

FOR ACTION ON THIS ITEM PLEASE REFER TO THE MINUTES OF MARCH 7, 2019 (030719S)

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONERS' ITEMS

There were no Commissioner Items discussed.

COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

Lee County Port Authority Chairman Randy Krise thanked the Board for voting him in as Chairman and also thanked Fran Myers for her time serving as Chair as well as her many years on the Committee.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Executive Director Jeff Mulder was absent for the entire meeting.

PORT ATTORNEY ITEMS

Lee County Port Authority Attorney Richard Wm. Wesch had no additional items for discussion.

ADJOURN:

The Chairman adjourned the meeting at 9:37 a.m.

ATTEST:
LINDA DOGGETT, CLERK

Deputy Clerk

Chairman, Lee County Port Authority

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board adopt a Resolution approving an application to the Foreign-Trade Zone Board of the U.S. Department of Commerce to reorganize Foreign Trade Zone #213 under the Alternative Site Framework, and delegate authority to the Executive Director to execute related documents and take further action incident to securing approval of the application.
2. **FUNDING SOURCE:** n/a
3. **TERM:** n/a
4. **WHAT ACTION ACCOMPLISHES:** Allows application to proceed for reorganization of the Authority's Foreign Trade Zone, from the Traditional Site Framework to the newer, more flexible, Alternative Site Framework, which will allow for easier utilization of the Zone.

5. **CATEGORY:** 3.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Ben Siegel

DIV. Administration

10. **BACKGROUND:**

Under the Foreign-Trade Zones Act of 1934, the Foreign-Trade Zones Board (FTZ Board) was created and authorized to establish FTZs in order to "expedite and encourage foreign commerce" in the United States. Foreign-Trade Zones (FTZs) are secure areas under supervision of U.S. Customs and Border Protection (CBP) that are considered outside the customs territory of the United States for purposes of duty payment. Utilizing an FTZ allows various types of savings, including deferral, reduction, or elimination of certain duties, which can encourage U.S. economic activity.

On June 17, 1996, the FTZ Board granted the Lee County Port Authority's application to establish FTZ #213. In 2009, the FTZ Board adopted what is called the Alternative Site Framework (ASF) as a means of allowing FTZs more flexibility in bringing FTZ designation to locations where a company is ready to use FTZ procedures. Since then, many FTZs have been reorganized under the ASF, which requires application to, and approval by, the FTZ Board. The ASF is generally considered an improvement over the original setup (known as the "Traditional Site Framework" or "TSF"). Under the TSF, bringing FTZ benefits to a specific site requires a relatively lengthy and expensive application process. Under the ASF, future site designations are done via a simplified minor boundary modification process, which is generally easier and quicker than under the TSF procedures. The ASF reduces administrative burdens on the zone's grantee (in this case, the Port Authority), and allows prospective FTZ users to significantly expedite startup of FTZ usage.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

Accordingly, reorganizing the Authority's FTZ from TSF to ASF will allow potential benefits to economic growth in the area by allowing prospective users who are ready to pursue FTZ opportunities to more quickly and efficiently utilize the advantages of the FTZ.

Attachments:

1. Draft "Alternative Site Framework Application for Reorganization/Expansion of Existing FTZ"
2. Proposed Resolution

LEE COUNTY PORT AUTHORITY, GRANTEE OF FTZ #213

ALTERNATIVE SITE FRAMEWORK

APPLICATION FOR REORGANIZATION/EXPANSION OF EXISTING FTZ

PART ONE: GENERAL INFORMATION

APPLICATION LETTER

1. The core of the application is a letter from the grantee that summarizes the application and transmits the full application (this format with attachments) to the FTZ Board. The letter should summarize the authority being requested, the proposed zone sites and facilities, and how the proposed reorganization/expansion would meet a demonstrated need for FTZ services. If you are proposing to add new sites, they should be discussed specifically in the letter including explaining how they would meet a demonstrated need for FTZ services. The letter should be dated within six (6) months prior to the submission of the application and signed by an authorized officer of the grantee corporation (see Question 11 under "Legal Authority for the Application" below).

The Application Letter is attached as the cover letter to this application document.

PROPOSED SERVICE AREA

2. To define the Service Area for your FTZ, name the counties/localities in which you propose to be able to request designation of FTZ sites in the future. Explain how the Service Area complies with:
 - the "adjacency" requirement of the FTZ Board's regulations (within 60 miles or 90 minutes' driving time from the outer limits of your CBP Port of Entry);
 - the state enabling legislation relevant to FTZs; and,
 - the relevant sections of the grantee's charter or organization papers.

Separately, in an attachment called "Service Area Correspondence," please include documentation of support from each county in your proposed Service Area (using the

standard language provided in the relevant “Sample Service Area Concurrence Letter” on the FTZ Board web site). Alternatively, you may provide evidence that you have contacted the counties/jurisdictions in the proposed service area (using the standard language provided in the “Sample Service Area Notification letter”) by attaching a signed copy of the letter along with evidence of transmittal. If your focus is less broad than a county-wide level, support may instead be documented from the appropriate sub-county jurisdiction(s). Also, if your proposed Service Area includes any partial jurisdiction(s), provide a map(s) clearly showing in red the line dividing the portions of the jurisdiction(s) inside and outside the Service Area. You may also provide an optional map of the proposed Service Area with proposed boundaries outlined in red.

The proposed service area for FTZ #213, under the Alternative Site Framework, consists of the following counties (or partial counties, as noted below):

Counties:

Lee County, Charlotte County and Collier County

Adjacency Requirement:

The geographic area of the port of Fort Myers consists of Lee County, Florida, including Southwest Florida International Airport, and Collier County, Florida, including the foreign trade zone at Immokalee Regional Airport.¹ The proposed ASF service area is within the adjacency requirement of 60 miles / 90 minutes of driving time of the Fort Myers CBP Port of Entry limits.

Legal Authority:

¹ TD 99-9, Establishment of Port of Entry in Fort Myers, Florida

State enabling legislation and relevant sections of the Grantee charter for Lee County Port Authority, a political subdivision of the State of Florida, as established by Chapter 63-1541, Laws of Florida, are attached (Exhibit: Legal Authority).

3. If your zone was not the first FTZ established for your CBP port of entry (entitlement zone), explain why the existing zone(s) is not adequately serving the “convenience of commerce” (needs of potential users) for the proposed service area/proposed expansion sites. (You are welcome to contact the FTZ Staff for guidance on addressing this question.) Cite evidence to support all assertions.

FTZ #213 is the entitlement zone adjacent to the local Port of Entry. FTZ Board Order 0814, dated June 5, 1996, established FTZ #213 for Southwest Florida International Airport, a Customs user fee airport (established as Fort Myers CBP Port of Entry Port Code: 1822 by T.D. 99-9).

GENERAL JUSTIFICATION FOR REORGANIZATION OR EXPANSION

4. Explain the need for the proposed reorganization or expansion of your FTZ under the ASF, including current and projected levels of international trade in the community. Describe the local economy's strengths and weaknesses, in general, including established and emerging industries and particular challenges. Indicate how reorganizing or expanding your FTZ under the ASF ties to local/state/regional economic development plans.

As Grantee of FTZ # 213, the Lee County Port Authority has opted to take advantage of the Alternative Site Framework in order to offer the most streamlined and flexible Foreign-Trade Zone services within the area quicker than is possible via the Traditional Site Framework. The ASF reorganization will allow FTZ #213 to increase access to the FTZ program, as well as encourage international trade in the area. ASF has the potential to provide FTZ opportunities to more businesses, which may not have considered establishing an FTZ under the Traditional Site Framework. The expedited application process for potential zone operators under ASF may attract new businesses to the FTZ program.

The Southwest Florida region, with its white sand beaches, low cost of living and year-round sunshine, is a great place to live, work and play. Businesses can tap into a growing workforce and there are various incentive programs that may be available to businesses locating or expanding into the area. Residents have access to great healthcare facilities, with Lee Health being one of the top hospital systems in the state of Florida. The area includes one of the largest school districts in Florida, which is among the 50 largest school systems in the country.

The Southwest Florida area, while a desired tourist destination, has not seen international trade in the forefront of the region's economic development. In an area reliant upon tourism, reorganization under the ASF should help to encourage economic diversification and growth through international trade by allowing for more efficient access to the FTZ program. Southwest Florida does not have any major seaports. However, local businesses and industries have access to three of South Florida's major seaports, which are within two or three hours of the area. Among the nearby seaports, the Port of Miami has expanded capacity to benefit from the widening of the Panama Canal, which could benefit the Southwest Florida region, though the area does not have any seaports which are equipped to handle the Panamax vessels. Rail service is available in the area through the Seminole Gulf Railway, which connects to the national rail system. The region has two commercial airports, Southwest Florida International Airport (RSW) and Punta Gorda Airport (PGD), as well as several major general aviation airfields. Overall Census international trade data indicates the trade volume for Ports of Entry in the Southwest Florida Region is less than one percent of the state average from 2008-2017.²

The local area supports the statewide target clusters/industries, as established by Enterprise Florida Inc. (EFI), the public-private partnership devoted to statewide economic development. Targeted industries include categories such as cleantech, manufacturing, life sciences, emerging technologies, defense & homeland security, logistics & distribution, aviation & aerospace, and information technology. Such industries rely on an environment conducive to international trade. While tourism is, and will remain, a significant part of the

² Website Services & Coordination Staff, and US Census Bureau. "Census Bureau Home Page." USA Trade Online * Home. December 31, 2017. Accessed January 11, 2019. <https://usatrade.census.gov/data/Perspective60/Dim/dimension.aspx>.

economy, targeting the above industries will serve to strengthen and diversify the area's economy.

Additionally, such industries may be more stable than seasonal tourism-based business, expand more frequently and often have higher paying salaries compared to tourism industries. As evidenced by the increase in unemployment rates between 2007 and 2010, the local area saw unemployment rates which were higher than the statewide average.³ For these reasons, reorganization under the ASF is intended to strengthen the local economy by contributing to a business environment which is more favorable to the local, state and regional economic goals.

³ "U.S. Bureau of Labor Statistics." U.S. Bureau of Labor Statistics. Accessed January 11, 2019. <https://www.bls.gov/>.

INFORMATION ON EXISTING ZONE SITES

5. Fill in the table immediately below (adding additional rows, as needed) for your existing sites, including any Subzones that are subject to your zone’s activation limit. Here is a description of the information to fill in about each site:

- Site Identification -- This is the site/Subzone number assigned by the FTZ Board and should be reflected in the FTZ Board’s documents to you. You can confirm this information by contacting the FTZ Staff.
- Basic Description of Site and Address -- This is the site name (for example, the Acme Industrial Park) and the street address (or similar indicator) that is the primary indication of the site’s physical location.
- Acreage within Current Site Boundaries -- Indicate the number of acres within the current boundaries of the site. This figure should match the FTZ Board’s records regarding the site’s acreage.
- Sunset/Time Limit – Indicate whether or not the site currently has a sunset or time limit

Site Identification	Basic Description of Site and Address	Acreage within Current Site Boundaries	Current Sunset/ Time Limit (if applicable)
1	Southwest Florida International Airport Fort Myers, FL 33913	2,938	N/A
2	Page Field Adjacent to U.S. Highway 41 Fort Myers. FL 33907	640	N/A
3	Immokalee Airport (4 parcels) North of Route 20 Immokalee, Florida	59	N/A
4	Charlotte County Airport/Industrial Park 26 miles northwest of Southwest Florida International Airport Charlotte County, Florida	60	N/A
5	Portside Development, Inc. 11 miles northwest of Southwest Florida International Airport Lee County, Florida	18	N/A
6	Viscaya Industrial Park 12 miles northwest of Southwest Florida International Airport Cape Coral, Florida	144	N/A
7	North Cape Industrial Park 15 miles northwest of Southwest Florida International Airport Cape Coral, Florida	93	N/A

INFORMATION ON NEW OR MODIFIED ZONE SITES (IF APPLICABLE)

6. You only need to fill in the table below if there are 1) new sites that you are proposing for your FTZ or 2) existing sites that you propose to modify in any way. All new or modified sites should be included in this table (whether they are proposed for Magnet or Subzone or Usage-Driven designation). Add additional rows to the table, as needed. Here is a description of the information to fill in about each site:

- Site Identification -- For a modification to an existing site, this will be the number already assigned to the site by the FTZ Board (as reflected in the FTZ Board’s documents to you). For any new Magnet or Usage-Driven site, use new numbers for wholly new sites. For any new Subzone, use a new letter to indicate the proposed Subzone. (If your zone already has designated Subzones, use the next available letter.)
- Change to Site -- Fill in this field as follows:
 - If the site being proposed will be entirely new, indicate “New.”
 - If the site already exists in your zone and you are proposing to remove it, indicate “Remove.”
 - If the site already exists in your zone and you propose to retain the site but with modified site boundaries, indicate “Modify.”
 - If the site already exists in your zone and you are simply proposing to renumber it, indicate “Renumber” followed by the new number for the site (for example, “Renumber to Site 5”).
- Basic Description of Site and Address -- This is the name (for example, the Acme Industrial Park) and the street address (or similar indicator) that is the primary indication of the site’s physical location. For an existing site that you are modifying or removing, if the name and address remain the same as listed in the table in Question 5 above, simply indicate “Same as Existing.”
- Acreage within Proposed Site Boundaries -- Indicate the number of acres within the proposed (rather than existing) boundaries of the site.

Site Identification	Change to Site	Basic Description of Site and Address	Acreage within Proposed Site Boundaries
<i>No new sites (or modifications to existing sites) are proposed at this time.</i>			

SUMMARY OF PROPOSED ZONE STRUCTURE

7. In the table below, list all sites (both Magnet and Subzone/Usage-Driven) that you are proposing for inclusion as part of your FTZ under the ASF at this time. (Note that this list will not include any pre-existing Subzone of your zone, unless you have a specific reason to fold such a Subzone into the ASF. Contact the FTZ Staff for guidance on this point, as needed).

Add additional rows to the table, as needed. Here is a description of the basic information you will need to provide about each site:

- Site Identification -- This number or letter associated with a site should match the information you provided in the tables for Questions 5 and 6 above.
- Site Category -- For sites you are retaining or proposing, indicate “Magnet” or “Subzone” or “Usage-Driven” designation, as appropriate.
- Acreage within Site Boundaries -- Indicate the number of acres within the boundaries of each site proposed as part of your future zone structure. For existing sites that are not being modified, this figure should match the acreage indicated for the site in the table for Question 5 above. For new or modified sites or Subzones, this figure should match the acreage indicated for the site in the table for Question 6 above.

Site Identification	Site Category	Acreage within Site Boundaries
1	Magnet	2,938
2	Magnet	640
3	Magnet	59
4	Magnet	60
5	Magnet	18
6	Magnet	144
7	Magnet	93

8. Please explain the circumstances (including reference to the specific site number(s)) if you are proposing to remove or renumber any existing site(s):

N/A

9. For any current and future sites (including Subzones) of your zone, confirm that you commit to working with U.S. Customs and Border Protection (CBP), as appropriate, to meet current and future CBP automated-systems requirements (such as ACE) and to meet any CBP security requirements related to activation?

FTZ #213 is committed to working with U.S. Customs and Border Protection (CBP), as appropriate, to meet current and future CBP automated-systems requirements (such as ACE) and to meet any CBP security requirements related to activation.

OTHER REQUESTS (OPTIONAL)

The following two questions relate to optional flexibility that is possible for some Magnet sites. You may put “N/A” in response to each of these questions unless you are requesting the specific flexibility they address (in which case you will need to provide detailed response(s)).

10. Provide responses regarding the following optional requests, if applicable:
- a. There is a default sunset period of five years for each designated Magnet site in a zone reorganized under the ASF. The ASF allows for a grantee to request a possible exemption from the sunset limits for one Magnet site. If you would like to request an exemption from the sunset limits for one of your Magnet sites, indicate the site number and describe in detail why this site was chosen for permanent status. Key considerations would be the publicly owned nature of a site and public processes leading to the site’s selection.

The Lee County Port Authority, as Grantee of FTZ #213 respectfully requests a waiver of the sunset limit for Site #1, as this site is Southwest Florida International Airport, which is a public facility established for the public benefit. A waiver of the sunset limit for Site #1 will also allow FTZ #213 to continually offer the availability of designated FTZ space as part of the zone's original and primary site.

- b. If you believe that a sunset period of longer than five years is justified for one or more specific Magnet sites, provide separately for each such site a detailed description of the specific circumstances that you believe justify a sunset period of longer than five years for the site in question.

N/A

LEGAL AUTHORITY FOR THE APPLICATION

11. In an attachment called "Legal Authority for Application," provide the following documents:

- a. a current copy of the state enabling legislation regarding FTZs.

A copy of the state enabling legislation is attached.

- b. a copy of the relevant sections of the grantee's charter or organization papers. For non-public grantees, also provide evidence of the organization's current legal standing with the state. This can include a letter or documentation from an appropriate state official or from the state's official website.

A copy of the relevant sections of the LCPA's grantee charter is attached.

- c. a certified copy of a resolution of the applicant's governing body specific to the application authorizing the official signing the application letter. The resolution must be dated no more than six (6) months prior to the submission of the application. The resolution should indicate the nature of the application.

A certified copy of the grantee's resolution is attached.

Coral fire control district shall be held, with a majority of said electors voting to approve the creation of said Cape Coral fire control district.

Became a law without the Governor's approval.

Filed in Office Secretary of State May 8, 1963.

CHAPTER 63-1541

HOUSE BILL NO. 926

AN ACT relating to the creation of a port authority in Lee county; providing for governing board and membership thereof; prescribing the rights, duties, authority and method of financing of said port authority; providing for a referendum.

Be It Enacted by the Legislature of the State of Florida:

Section 1. There is hereby created for and in Lee county a body corporate to be known as the Lee county port authority.

Section 2. The Lee county port authority shall be governed by a board of five (5) port commissioners. The board of port commissioners shall be composed of the board of county commissioners for said county. The term of each such port commissioner shall coincide with his regular term of office as county commissioner. All vacancies shall be filled by the governor for the unexpired term. The board of port commissioners shall select one of its members as chairman and the term of office of the chairman shall be two (2) years from the date of his selection. Each port commissioner shall be entitled to reimbursement for actual expenses incurred in the administration of the office. Three (3) port commissioners shall constitute a quorum for any purpose.

The board of county commissioners, by four fifths (4/5) vote, may determine that the functions and needs of this port authority would best be served by a separate board of not less than five (5) and not more than seven (7) members, the term of each such member to be two (2) years, and, by appropriate resolution approved by not less than four fifths (4/5) vote of the board of county commissioners, such board may cause the question to be put to the voters of Lee county, at the next ensuing general or special election, to determine if such new board of port commissioners shall be elective or the members thereof appointed by the governor.

Section 3. The Lee county port authority and its board of port commissioners shall have the following rights and authority:

(1) The right to acquire land, submerged land and water rights by purchase, gift, condemnation or otherwise and to hold and dispose of the same upon such terms and conditions as the governing body shall deem necessary and prudent and to improve such land or lands so acquired in any manner which promotes or has a tendency to promote the public good of Lee county, and which relate to the duties and authorities herein.

(2) The right to construct wharves, docks, platforms, airports, airdromes, hangars, airfields, hydroplane landing stations, trestles, causeways, fills, bridges, channels, tunnels, jetties, ports, warehouses, shipping facilities via land or water or air, ferries, aquariums, radio transmitting and receiving stations (not for commercial purposes), lighting and water systems, streets, sidewalks, pre-cooling and cold storage plants, and to do all other things incidental and necessary to the enumerated items in order to promote, create, maintain and operate a commercial port for vessels, aircraft, railroad terminals, and facilities for connecting to trunkline railroads.

(3) The full and complete right to contract.

(4) The right to eminent domain.

(5) The right to sue and be sued in the name of its corporate authority or administrative agency.

(6) The authority to prescribe, fix, maintain and regulate charges, tolls, or rents for the use of any of its facilities by persons or things at the discretion of its governing body.

(7) The authority to mortgage, pledge, or otherwise encumber any of its property or assets upon terms and conditions to be decided by the governing body. This power shall be full and complete in all respects in order to promote, construct, accomplish, maintain and operate any of the public purposes or projects herein enumerated.

(8) The authority to borrow money to carry out the purposes of this act, provided that the full faith and credit of the county is not pledged. All powers, acts and deeds hereby conferred or authorized are hereby found to be and made a county purpose. Each

project financed under the provisions of this act and the income therefrom and any bonds issued under the provisions of this act and the income therefrom shall at all times be free from taxation within the state.

(9) The right to adopt and enforce reasonable rules and regulations or procedures pertaining to the use, acquisition, maintenance, development, operation or disposal of any of the facilities or projects herein enumerated, including the right to grant exclusive or nonexclusive franchises for all goods and services.

(10) The right to acquire, do and perform all things herein enumerated separately or jointly or in conjunction with a municipality or other political subdivision of the state whether the same be within or without the territorial limits of Lee county.

(11) The authority to employ a secretary, an attorney, an engineer, and such technical assistants and other employees as the governing body shall determine to be necessary.

Section 4. This act shall not become effective until the same is ratified by a majority of the qualified electors of Lee county who vote on the question of ratification or rejection at the next ensuing general or special election. In the event of ratification, this act shall immediately become effective.

Became a law without the Governor's approval.

Filed in Office Secretary of State May 10, 1963.

CHAPTER 63-1542

HOUSE BILL NO. 1208

AN ACT relating to the mosquito control district in Lee county; amending section 11, chapter 61-2394, Laws of Florida; providing that the budget of the district be submitted to the board of county commissioners for approval; providing a referendum.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (4) is amended and subsection (5) is added to section 11, chapter 61-2394, Laws of Florida, to read:

Section 11. *Budget; hearings.*—

Select Year:

The 2018 Florida Statutes

[Title XIX](#)[Chapter 288](#)[View Entire Chapter](#)

PUBLIC BUSINESS COMMERCIAL DEVELOPMENT AND CAPITAL IMPROVEMENTS

288.35 Definitions.—The following terms, wherever used or referred to in this part, shall have the following meanings:

(1) “Corporation” means any corporation organized for the purpose of establishing, operating, and maintaining a foreign trade zone.

(2) “Government agency” means the state or any county or political subdivision thereof; any state agency; any consolidated government of a county, and some or all of the municipalities located within the county; any chartered municipality in the state; and any of the institutions of such consolidated governments, counties, or municipalities. Specifically included are airports, port authorities, industrial authorities, and Space Florida.

(3) “Act of Congress” means the Act of Congress approved June 18, 1934, entitled an Act to provide for the establishment, operation, and maintenance of foreign trade zones in ports of entry of the United States, to expedite and encourage foreign commerce, and for other purposes, as amended, and commonly known as the Foreign Trade Zones Act of 1934, 19 U.S.C. ss. 81a-81u.

(4) “Operational and promotional advancements” means any advance of state funds which are drawn from the State Treasury for the purpose of paying legal obligations of the state on a cash basis.

History.—s. 1, ch. 76-42; s. 3, ch. 78-375; s. 15, ch. 99-256; s. 6, ch. 2002-183; s. 56, ch. 2006-60.

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Select Year:

The 2018 Florida Statutes

[Title XIX](#)[Chapter 288](#)[View Entire Chapter](#)

PUBLIC BUSINESS COMMERCIAL DEVELOPMENT AND CAPITAL IMPROVEMENTS

288.36 Foreign trade zones; authority to establish, operate, and maintain.—Any corporation or government agency shall have the power to apply to the proper authorities of the United States for a grant of the privilege of establishing, operating, and maintaining foreign trade zones and foreign trade subzones under the provisions of the Act of Congress and, when the grant is issued, to accept the grant and to establish, operate, and maintain the foreign trade zones and foreign trade subzones and do all things necessary and proper to carry into effect the establishment, operation, and maintenance of such zones, all in accordance with the Act of Congress and other applicable laws and rules and regulations.

History.—s. 2, ch. 76-42.

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Select Year:

The 2018 Florida Statutes

[Title XIX](#)[Chapter 288](#)[View Entire Chapter](#)

PUBLIC BUSINESS COMMERCIAL DEVELOPMENT AND CAPITAL IMPROVEMENTS

288.37 Foreign trade zones; authority to select and describe locations and make rules.—Any corporation or government agency may select and describe the location of the foreign trade zones or foreign trade subzones for which an application is made under the provisions of the Act of Congress and make such rules and regulations concerning the establishment, operation, and maintenance of the foreign trade zones or foreign trade subzones as may be necessary to comply with the Act of Congress or as may be necessary to comply with the rules and regulations made in accordance with the Act of Congress.

History.—s. 3, ch. 76-42.

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GRANTEE RESOLUTION

FOREIGN-TRADE ZONE #213

WHEREAS, Lee County Port Authority, as Grantee, deems it desirable to make application to the Foreign-Trade Zones Board to reorganize its zone project under the Foreign-Trade Zones Board's Alternative Site Framework;

NOW, THEREFORE, BE IT

RESOLVED, that Lee County Port Authority does hereby ratify and approve the application to reorganize Foreign-Trade Zone #213 under the Alternative Site Framework (ASF); and

FURTHER RESOLVED, that the Grantee's Executive Director be, and hereby is, authorized and directed, on behalf of Lee County Port Authority, to do and perform all acts and to execute and deliver all instruments and documents necessary or convenient for the submission of the ASF application on behalf of Lee County Port Authority to the Executive Secretary of the Foreign Trade Zones Board, Department of Commerce, Washington, D.C. and take such further action as deemed appropriate incident to securing the approval by the Foreign-Trade Zones Board with respect to said ASF application.

Commissioner _____ made a motion to adopt the foregoing resolution, seconded by Commissioner _____. The vote was as follows:

John E. Manning _____

Cecil Pendergrass _____

Vacant _____

Brian Hamman _____

Frank Mann _____

DONE AND ADOPTED by the Board of Commissioners this _____ day of _____, 2019.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

Approved as to Form for the Reliance of Lee
County Port Authority Only:

BY: _____
Office of the Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" to Arthrex, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: month-to-month, beginning June 1, 2019</p> <p>4. WHAT ACTION ACCOMPLISHES: leases terminal space to Arthrex</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
|---|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

Arthrex, Inc. ("Arthrex") desires to lease from the Authority certain space in the Airport's terminal building for office and storage space associated with welcoming its incoming guests.

This proposed lease agreement will provide Arthrex with an office in the terminal building (Room # 1023, which is approximately 160 square feet) in the baggage claim area on the first floor.

The term will be month to month beginning June 1, 2019. The initial monthly rent of \$1,556.53 is subject to change by the Authority effective October 1, 2019, and annually thereafter.

Attachments:

1. Contract Summary
2. Proposed Lease

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER</p> |
|--|---|

Contract Summary

Tenant: Arthrex, Inc.
1370 Creekside Blvd.
Naples, FL 34108

Leased Premises: Room #1023, located on the first floor of the RSW terminal building, baggage claim area (approximately 160 square feet)

Allowed Use(s): office and storage space associated with welcoming its incoming guests

Term of Lease: commences June 1, 2019; will continue month-to-month thereafter unless or until terminated by either party giving written notice

Rents and Fees: monthly rent of \$1,556.53; subject to change effective October 1, 2019, and not more frequently than annually thereafter, provided the Authority gives at least 30 days advance written notice of such change

Security/Perf. Guaranty: \$4,700.00

Insurance: Commercial General Liability in the amount of \$1,000,000; Workers' compensation as required by state law; Employers liability in the amount of \$1,000,000.

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

LEASE OF
TERMINAL SPACE
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2019, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **ARTHREX, INC.**, a Delaware corporation (herein referred to as "Lessee"), with offices at 1370 Creekside Blvd., Naples, FL 34108.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee desires to lease from the Authority certain space in the Airport's terminal building. The Authority is willing to lease such space upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority hereby leases to Lessee the following described real property (herein the "leased premises" or the "premises") located in the Airport's terminal building at 11000 Terminal Access Road, Fort Myers, Florida 33913:

Baggage Service Office Space, Room #1023, comprising approximately 160 square feet, located on the first floor of the terminal building, as shown on Exhibit A attached hereto.

ARTICLE 2

TERM

The initial term of this lease will commence on June 1, 2019, and will continue thereafter on a month-to-month basis, unless or until one of the parties shall end this lease effective at the end of a calendar month by giving the other party written notice thereof, in the manner provided below, at least sixty (60) days prior to the end of the term.

ARTICLE 3

USE OF LEASED PREMISES

The Lessee shall use the leased premises solely for office and storage space associated with check-in area of its incoming guests, and for no other use. Lessee agrees to refrain from and prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises.

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of \$1,556.53. This rate is subject to being changed October 1, 2019, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that Authority shall give at least thirty (30) days advance notice to Lessee of each such change. Should Lessee object to such new rate, Lessee may, upon fifteen (15) days advance written notice to the Authority, terminate this lease.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to: Finance Department, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing. The rent for any fractional part of the first or last month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

ARTICLE 5

EMPLOYEE PARKING LOT CHARGE

In addition to rent, Lessee will pay an "Employee Parking Lot Charge" equal to the number of Lessee's employees which have been granted access to the Airport's employee parking lot as of the first day of each calendar month, multiplied by Airport's then-current monthly employee parking lot fee. The Airport's employee parking lot fee is currently \$15.00 per employee per month. Lessee will be notified in writing at least thirty (30) days in advance of any change in the Airport's employee parking lot fee.

ARTICLE 6

UTILITIES

Lessee will pay for all utility services to the premises, except that the Lessee may use, free of charge, the Authority's electricity, air conditioning, and water which may be available at the premises via existing wiring, fixtures, ducts, and plumbing. Lessee will pay and bear the cost of all cable, wiring, fixtures, ducts, or plumbing that it desires to add. Lessee will pay its own telephone bills.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee or Lessee, or encumber this lease, and any such attempted transfer will be void, unless Authority gives written consent, which will not be unreasonably withheld.

ARTICLE 8

CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE;

REPAIRS; ALTERATIONS

Section 8.1 Initial condition. Authority will deliver the premises to Lessee and Lessee will accept the premises in "as is" condition. Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the terminal building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor shall Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

Lessee will be responsible for having any door locks on the leased premises re-keyed, at its own cost, utilizing the Authority's lock vendor, and will coordinate any change in locks or keys with the Airport Police Department.

Section 8.2 Lessee's Improvements. Prior to commencing any construction work,

Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain a "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee shall be new. All work by Lessee, whether ordinary, extraordinary, or structural, must be performed in full compliance with the plans and specifications approved by the Authority, and in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

All fixtures, installations, and improvements made by Lessee will become the property of Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

Section 8.3 Maintenance and repairs; condition of premises upon return. Lessee must maintain and repair the premises as necessary to keep it in a clean and orderly condition and in a good state of repair at all times. Upon termination of this lease, Lessee will remove, at its own cost, all proprietary equipment or improvements it has installed at the leased premises (including but not necessarily limited to signs), restore the premises, and deliver the premises to Authority in the same condition they were in at the beginning of the term and prior to such installation, normal wear and tear excepted.

ARTICLE 9

RIGHT OF ENTRY

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 10

COMPLIANCE WITH LAWS

Lessee shall comply with all present and future laws applicable to its use of the premises and the Airport.

ARTICLE 11

INDEMNITY AND HOLD HARMLESS; INSURANCE

Lessee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

- (i) Commercial General Liability, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form, with limits of no less than the following:

Premises/Operations Coverage	\$ 500,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 500,000 Each Occurrence
General Aggregate	\$1,000,000 Annually
Medical Payments	\$ 5,000

The Authority shall be an additional insured on the General Liability policy, up to the full policy limits.

The Lessee's insurance will be primary and noncontributory and include a waiver of subrogation, in favor of the Authority.

- (ii) Workers' compensation in the amount (if applicable) required by Florida state law.
(iii) Employer's liability with limits of at least the following:

Per Employee	\$1,000,000 (Accident)
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation, in favor of the Authority, is required for this coverage.

An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority's Risk Management Department prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an

insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

Each certificate shall contain a valid provision or endorsement that the policy shall provide advance written notice to the Port Authority in the event that the policy is to be non-renewed, canceled, or materially changed or altered. Such notice is to be sent to the Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

On all of the Lessee's insurance policies required above, (a) the Authority shall be an additional insured, up to the full policy limits, and (b) Lessee's insurance will be primary and non-contributory and include a waiver of subrogation, in favor of the Authority.

Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors.

ARTICLE 12

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee shall have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings shall operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee shall pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 13

SECURITY DEPOSIT

Prior to the Authority's execution of this agreement, Lessee shall post and keep with the Authority a security deposit, in the form of cash or an irrevocable letter of credit, in a format satisfactory to the Authority, in the initial amount of \$4,700.00, to serve as security for Lessee's performance hereunder. Said amount may be adjusted upward (but not to exceed four times the monthly rent) or downward by the Authority, with thirty (30) days notice to Lessee, based on Lessee's actual payment performance, and, if adjusted upward, such additional cash or letter of credit will be posted by Lessee and retained by Authority as security for the faithful performance of Lessee's obligations hereunder. If the security is posted in the form of a letter of credit, Lessee shall provide extensions or other updated documents to the Authority annually, or as otherwise

needed, such that there is, through the entire term of this agreement, such a letter of credit, that is in full force and effect, so as to serve as adequate security to the Authority's satisfaction.

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 Lessee, or to the cost of restoring the leased premises to its original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Lessee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Lessee's failure to do so within ten (10) days after its receipt of such demand shall constitute a default under this Lease. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Lessee, without interest, as soon after the end of the term of this Lease as it can be reasonably determined that all obligations for which Lessee may be liable to Authority have been paid.

ARTICLE 14

FAA CLAUSES

Section 14.1 Nondiscrimination.

A. Lessee shall not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These

requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 14.2 Airport Protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, 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, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors, and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

Section 14.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

ARTICLE 15

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and will quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

ARTICLE 16

QUIET ENJOYMENT

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

ARTICLE 17

GENERAL PROVISIONS

Section 17.1 Notices. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 17.2 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 17.3 Time. Time is of the essence in the performance of this agreement.

Section 17.4 Captions. The headings of the several articles of this agreement 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 provisions of this agreement and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Section 17.5 Governing law and venue. This agreement shall become valid when

executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

Section 17.6 Entire agreement. This contract sets out the entire agreement between the parties with regard to the leased premises described herein. However, this contract is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

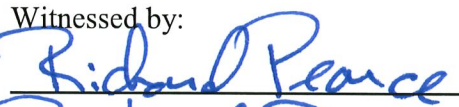
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first written above.

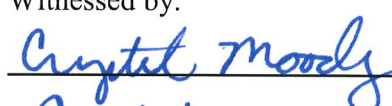
ARTHREX, INC.
(Lessee)

By: 

Title: DIRECTOR

Date: 11 MAR 2019

Witnessed by:

Richard Pearce
Print Name

Witnessed by:

Crystal Moody
Print Name

LEE COUNTY PORT AUTHORITY

ATTEST:
Linda Doggett, County Clerk

By: _____
Chairman or Vice Chairman
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney



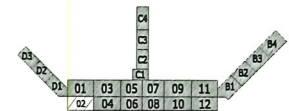
Midfield Terminal

Exhibit A

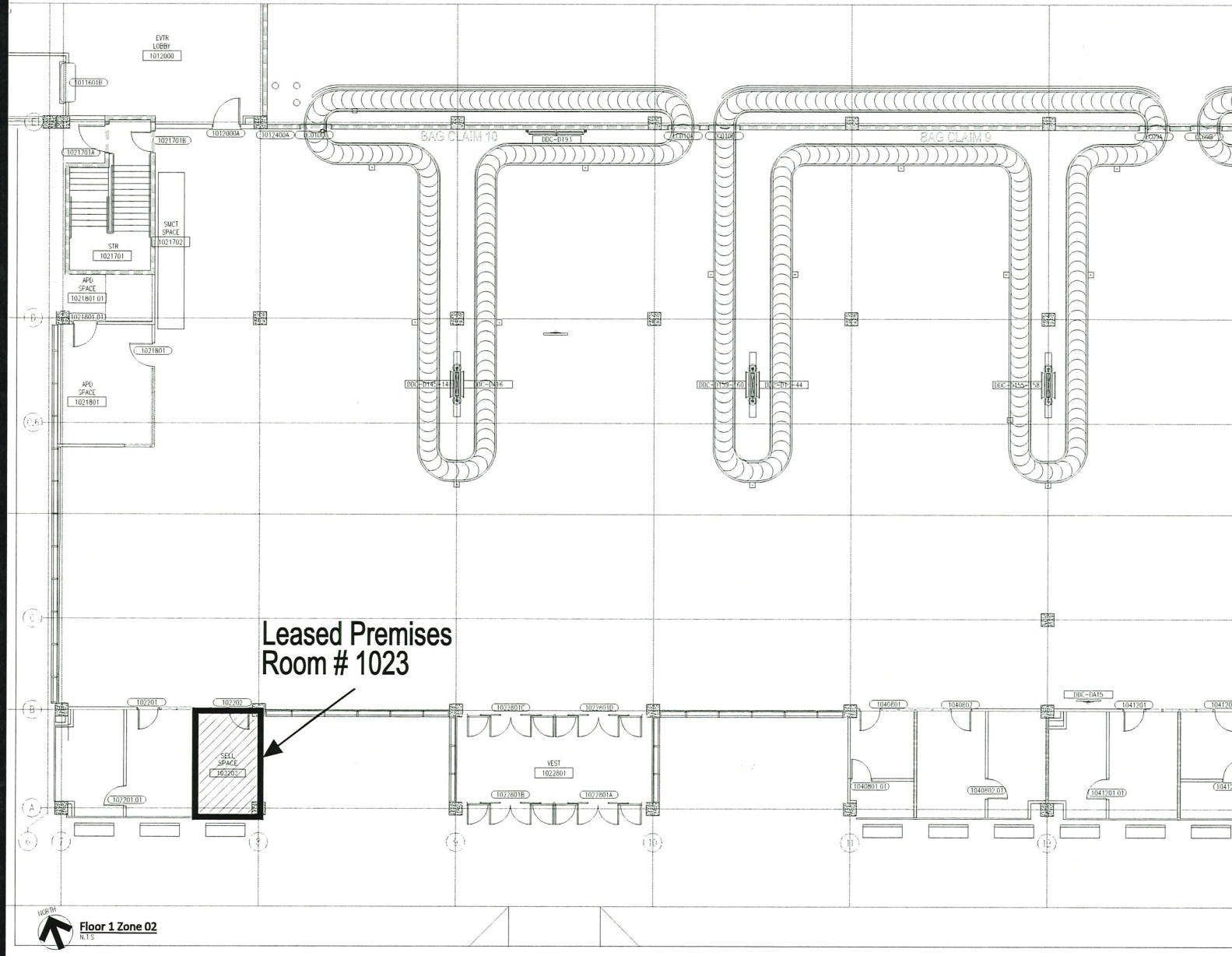
First Floor (Arrivals Level)

Arthrex Baggage Service Office # 1023

Date: 11 - February - 2019



KEY PLAN
Floor 1 Zone 02
N.T.S.



**Leased Premises
Room # 1023**

Floor 1 Zone 02
N.T.S.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the purchase of one (1) Toro Groundsmaster 4000-D T4F mower with fan, canopy, beacon and light kit from WescoTurf, Incorporated under Florida State Contract Number: 21100000-15-1 in the amount of \$62,076.65.</p> <p>2. FUNDING SOURCE: Capital Account VB5131541200.506410.</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Replacement of a 2014 Jacobsen mower with a Toro Groundsmaster 4000-D T4F mower.</p>	<p>5. CATEGORY: 5. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

The Lee County Port Authority Maintenance Department mows and maintains over 27 miles of roadway edges totaling over eight million square feet of grass on a routine basis.

The Maintenance Department purchased two (2) Jacobsen mowers, one in 2013 and the other in 2014. Within a few years we began to experience mechanical problems, and it was later determined the Jacobsen mowers are not ideal for the rigorous duty cycle we required of them here at the airport.

The two Jacobsen mowers were approved for replacement in the FY-19 budget. The 2013 Jacobsen mower was replaced earlier this year with a Toro Groundsmaster. The second replacement was delayed in an attempt to maximize the useful life of the 2014 model. Consequently, that model continues to experience mechanical failures impacting Maintenance's ability to effectively maintain the airport campus.

The cost of this requested mower in addition to the mower purchased earlier this year, results in a cumulative total of \$124,098.51, thereby exceeding the level-4 spending threshold of \$100,000.

Attachments:

1. Toro Mower Quote
2. Florida State Contract No: 21100000-15-1

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED APPROVED as AMENDED DENIED OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

February 4, 2019

John Bartolozzi, Grounds Supervisor
Lee County Port Authority
1590 Air Cargo Lane
Fort Myers, FL 33913

Dear John Bartolozzi,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.

State Contract Number: 21100000-15-1

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

Chris Fordney

Commercial Sports Fields & Grounds Territory Manager - Sarasota
(941) 650-1257, chris.fordney@wescoturf.com



February 4, 2019

Quote #: Q-00017602

John Bartolozzi, Grounds Supervisor
Lee County Port Authority
1590 Air Cargo Lane
Fort Myers, FL 33913

Bill To: 503076
LEE COUNTY PORT AUTHORITY-SWR
LEE COUNTY FINANCE DEPARTMENT
P.O.BOX 2463
FORT MYERS, FL 33902

Ship To: 204242
VEHICLE MAINTENANCE
15910 AIR CARGO LANE
FORT MYERS, FL 33913

State Contract Number: 21100000-15-1

All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
1	1	30609	Toro Groundsmaster 4000-D T4F	76,014.73	21.00	60,051.64	62,076.65	\$62,076.65
	1	CTFC-17	2X3 Fan & Canopy 17 Degree FRW	800.80		800.80		
	2	CT-SHIM	5 Degree Shim Cool Tops	3.08		3.08		
	1	30661	Beacon Kit	356.94	21.00	281.98		
	1	30414	Light Kit	916.54	21.00	724.07		
	1	30691	Lights Adapter Kit GM40/41XX (F17)	212.00		212.00		

Terms:	Net 30 Days
Equipment Total	\$ 62,076.65
State Sales Tax (6.00% + 0.50% County Surtax)	\$ 0.00
Total	\$ 62,076.65

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

Check this box if you DO NOT want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.



Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Chris Fordney

Commercial Sports Fields & Grounds Territory Manager - Sarasota
(941) 650-1257, chris.fordney@wescoturf.com

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AGRICULTURE AND LAWN EQUIPMENT**

THIS CONTRACT is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32329, and **Wesco Turf, Inc.**, hereinafter referred to as the "Contractor", whose address is 2101 Cantu Court, Sarasota, FL 34232.

THE PARTIES HEREBY AGREE:

A. The solicitation (ITB NO 20-21100000-C) and the Contractor's bid, and attachments are hereby incorporated by reference.

B. General Provisions:

1. Contract Formation: The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation, and all other attachments named herein which are attached hereto and incorporated by reference.
2. Vendor: To perform as an independent vendor and not as an agent, representative, or employee of the Department.
3. Taxes: To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
4. Applicable Law, Severability, and Venue: The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting contract. Any action hereon or in connection herewith shall be brought in Circuit Court, Leon County, Florida.
5. Contract Term: This Contract shall begin upon execution by both parties or **September 1, 2015**, (whichever is later) and end **June 30, 2017**, inclusive.
6. Renewal: Upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the bid, response, reply, or best and final offer. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
7. Contract Amount: The agreed Contract amount is set forth in **Attachments A.1-A.5, Price Sheet Groups 1 - 21**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
8. Notices: All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Department designee identified in the original solicitation or Contract, or as otherwise

identified by the Department. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

C. Applicable Laws and Regulations:

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, chapter 287, Florida Statutes (F.S.), and rule 60A, Florida Administrative Code (F.A.C.), govern the Contract. The Contractor shall comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

D. Audits/Monitoring:

1. The Department may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Department. The Department may conduct a review of a sample for analyses performed by the selected Contractor to verify the quality. Reasonable notice shall be provided for reviews conducted at the successful Contractor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, Customer records, accounting records, and internal quality control reviews. The selected Contractor shall work with any reviewing entity selected by the Department.

E. Inspection of Records and Work Performed:

1. The state and its authorized representatives shall, at all reasonable times, have the right to enter the selected Contractor's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The selected Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. If records need to be sent to the Department, the Contractor shall bear the expense of delivery.
3. Refusal by the selected vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the selected vendor is required to maintain records. The selected Contractor will be responsible for all storage fees associated with the records maintained under the resulting contract. The selected Contractor is also responsible for the shredding of records that meet the retention schedule noted above.

4. Failure to retain records as required may result in cancellation of the contract. The Department shall give the selected vendor advance notice of cancellation pursuant to this provision and shall pay the selected vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the Department of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the selected vendor's compliance with this provision.

F. Indemnification:

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State, the Department, and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.
3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department or State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

G. Risk of Loss:

Matters of inspection and acceptance are addressed in s. 215.422, F.S.. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the

Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department reject a product or services, Contractor shall remove the product from the premises within ten days after notification or rejection and the risk of loss shall remain with the Contractor. Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

H. Assignments:

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

I. Return of Funds

Contractor will return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Department, of the overpayment.

J. State Project Plan:

Within thirty (30) calendar days following award of the Contract, the successful Contractor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this Contract. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives, prior to execution of the resulting contract.**

1. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit a plan to support the procurement of products and materials with recycled content, and the intent of s. 287.045, F.S.. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, F.A.C.. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. Products Available from the Blind or Other Handicapped (RESPECT): The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to

carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

K. Civil Rights Requirements/Vendor Assurance

The Contractor assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

L. Media

1. **Advertising:** Subject to chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer, the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
2. **Literature:** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

M. Employment

1. **Florida Substitute Form W-9 Process:** State of Florida vendors must register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:
<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>
2. **E-Verify:** Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. **Safety Standards:** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the

Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

N. Vendor Performance

1. Performance Qualifications:

- a. The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.
- b. Contractor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the product to be furnished. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the contract.

2. Default:

When a Contractor is failing to fulfill its duties specified in any contract with the Department, or when a Department becomes aware that the Contractor has failed to remain qualified to perform the contract requirements, the Department may take the following actions:

- a. The Department will provide written notice to the vendor which identifies the nature of the failure and the necessary corrective action by the Contractor, which must be completed in no more than ten (10) business days, unless the Department determines a different time span based on the Department's sole discretion and in the best interests of the State. The notice will also state that should the Contractor fail to perform within the time provided, the Contractor will be found in default.
- b. Unless the Contractor corrects the failure within the time provided, or unless the Department determines that the vendor's failure is legally excusable, the Department shall find the vendor in default and shall issue a second notice stating: (i) the reasons the Contractor is considered in default; (ii) that the Department will reprocure or has reprocured the commodities or services; and (iii) and the amount of the reprocurement costs if known.
- c. A Contractor found in default will not be eligible for award of a contract by the State until such time as the Department is reimbursed by the Contractor for all reprocurement costs. Reprocurement costs may include both

administrative costs and cost or price increases incurred or to be incurred as a result of the reprocurement, as well as all legal costs encumbered by the State. At the Department's discretion, reprocurement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the Department fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the Department may elect to reprocure the commodity or contractual service pursuant to all applicable requirements of chapter 287, F.S.

- d. Until such time as it reimburses the Department for all reprocurement costs and the Department is satisfied that further instances of default will not occur, a Contractor found in default shall not be eligible for award of a contract by the Department. To satisfy the Department that further instances will not occur, the Contractor shall provide a written corrective action plan addressing the default.
- e. The foregoing provisions do not limit, waive or exclude the State's legal or equitable remedies against a defaulting Contractor.

3. Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate Circuit Court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

O. Termination

1. Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2. Termination Due To Lack of Funds

- a. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours written notice to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

- b. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

3. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the Contract or purchase order at any time when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. Termination for Breach:

- a. The Department may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- b. Unless the Contractor's breach is waived by the Department in writing, the Department may, by written notice to the Contractor, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may, at its sole discretion employ the default provisions in rule 60A-1.006(4), F.A.C.
- c. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages.
- d. Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

P. Contract Managers

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

**Stephanie Wyland
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399
850-410-2426**

2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

**Ron DiCicco
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232
941-377-6777**

Q. Renegotiation or Modification

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

R. Name, Mailing and Street Address of Payee

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

**Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232**

2. The name of the contact person and street address where financial and administrative records are maintained:

**Ron DiCicco
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232**

S. All Terms and Conditions

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

<u>Type</u>	<u>Number</u>	<u>Description</u>
Attachment	I	ITN/RFP/ITB 20-21100000-C and Addenda
Attachment	II	Completed Attachment A, Price Sheet
Attachment	III	Solicitation Attachments C, D, E, F, J
Attachment	IV	PUR 1000

IN WITNESS THEREOF, the parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both parties.

VENDOR: Wesco Turf, Inc.

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

**SIGNED
BY:** _____

**SIGNED
BY:** _____

NAME: _____

NAME: Chad Poppell

TITLE: _____

TITLE: Secretary

DATE: _____

DATE: _____

S. All Terms and Conditions

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

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VENDOR: Wesco Turf, Inc.

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

**SIGNED
BY:**

Ray DiCicco

**SIGNED
BY:**

E. Poppell on behalf of

NAME:

Ray DiCicco

NAME:

Chad Poppell

TITLE:

VP Residential Sales

TITLE:

Secretary

DATE:

7/30/2015

DATE:

8-21-15



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

The State of Florida

Department of Management Services

INVITATION TO BID

ITB No: 20-21100000-C

AGRICULTURE & LAWN EQUIPMENT

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Section 1 Introduction

1.1 Bid

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current State Term Contract (STC) for the purchase of Agriculture and Lawn Equipment which also included construction and industrial equipment.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Contractors according to the criteria defined herein, for the provision of Commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes.

Rule 60A-1.044(1), Florida Administrative Code, defines an STC as “indefinite quantity contracts competitively procured by the Department pursuant to s. 287.057, Florida Statutes, available for use by Eligible Users.”

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool. Vendors interested in submitting a response or bid shall comply with all of the terms and conditions described in this ITB. Information about submitting a response or bid can be found in Instructions to Bidders, section 2 of this solicitation.

1.2 Solicitation Objective

The current STC for Agriculture and Lawn Equipment has an estimated average annual spending volume of approximately \$14 million dollars. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include state agencies and other Eligible Users.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

1.3.1 Base Equipment

A Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein.

1.3.2 Bidder

One who submits a response to this Invitation to Bid (ITB).

1.3.3 Commodity

A tangible good, which may or may not meet the specifications herein. Commodities under this contract are Agriculture and Lawn Equipment which includes the Base Equipment, associated OEM Options, Accessories and Implements and Replacement Parts classified under twenty-one (21) Groups, listed in section 3.1.

1.3.4 Confidential Information

Any portion of a bidder’s documents, data, or records disclosed relating to its response that the bidder claims is confidential and not subject to disclosure pursuant to Chapter

119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

1.3.5 Contract

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000).

1.3.6 Contractor

The Vendor that has been awarded and contracts to provide Agriculture and Lawn equipment, which meet the requirements, specifications, terms, and conditions herein, to state agencies and other Eligible Users.

1.3.7 Dealer

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

1.3.8 Eligible User

As defined in Rule 60A-1.005, Florida Administrative Code.

1.3.9 Group

A series of commodities with applicable commodity codes which are described in Attachment A under Price Sheet.

1.3.10 MSRP

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

1.3.11 MSRP List

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website.

1.3.12 Manufacturer

The original producer or provider of Agriculture and Lawn Equipment responsive to this solicitation.

1.3.13 OEM Option(s), Accessory(ies) & Implement(s), OEM Option(s),

The Manufacturer’s Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

1.3.14 Sub Group

A specific series of commodities within a Group which are described in Attachment A under Price Sheet.

1.3.15 Vendor(s)

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.4 Term

The initial term of the Contract shall be two (2) years with up to two renewal years. The contract may be renewed in whole or in part for a period that shall not exceed the renewal years, at the renewal pricing outlined in section 4.7.

1.5 Contract Formation

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

1.6 Timeline of Events

The table (Attachment G) contains the Timeline of Events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the Vendor Bid System and within the MFMP Sourcing Tool.

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL’S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.

The MyFloridaMarketPlace Sourcing Tool’s time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

1.7 Order of Precedence for Solicitation

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if issued
2. Introduction
3. Description of Scope

4. Special Instructions
5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made.

Procurement Officer for this ITB is:
Leslie Gallegos
Associate Category Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: (850) 410-2426
Email: Leslie.Gallegos@dms.myflorida.com

******ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL******

1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.10 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

1.11 Lobbying Disclosure

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities. The successful vendor shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

1.12 ITB Process

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to section 287.057(1) (a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts the solicitation in the MFMP Sourcing Tool.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment G; Timeline of Events. Bids shall be submitted by the deadline listed in the Timeline of Events. The Department shall open the bids in a public meeting. Once the Department has evaluated the bids, the Department shall post a Notice of Intended Award on the VBS.

1.12.1 Question Submission

The Department shall entertain written questions regarding the solicitation or the procurement process submitted through the MFMP Sourcing Tool for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the bidder's full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see section 2.2; Special Instructions. The Department shall not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within the MFMP Sourcing Tool shall be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

1.12.2 Solicitation Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and the MFMP Sourcing Tool as Addenda to this solicitation. It is the bidder's responsibility to check VBS and MFMP Sourcing Tool periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective bidder's failure to obtain the information made available through the VBS and MFMP Sourcing Tool.

1.12.3 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

1.12.4 Public Opening

In accordance with PUR 1001, responses shall be opened on the date and at the location indicated on the Timeline of Events (Attachment G). Bidders should, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes.

1.12.5 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated in the Timeline of Events the Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the notice of award is delayed, in lieu of posting the notice of intended award the Department may post a notice of the delay and a revised date for posting the notice of intended award.

1.12.6 Protest of Notice of Intended Award

Any Bidder desiring to protest the Notice of Intended to Award shall file any notice of protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.12.7 Firm Response

The Department should make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Department awards the Contract or the Department receives from the bidder written notice that the response is withdrawn. Any response that expresses a shorter duration should, in the Department's sole discretion, be accepted or rejected.

1.12.8 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders should modify or withdraw their bid at any time **prior** to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#) or for technical assistance please select this link: [MFMP Vendor Help](#) or call (866) 352-3776.

1.12.9 Cost of Response Preparation & Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the bidder and is not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

1.12.10 Taxes

The State does not pay Federal excise or sales taxes on purchases of equipment. The State shall not pay for any personal property taxes levied on the Contractor or for any taxes

levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the Contract.

1.12.11 Disclosure of Bid Contents

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

1.13 Contract Formation

The Department shall issue a notice of award, if any, to successful Bidder(s), however, no Contract shall be formed between Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8; Basis of Award. No additional documents submitted by a Bidder should be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document.

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Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; General Instructions and Special Instructions.

2.1 General Instructions

The [PUR 1001](#), The General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

2.2 Special Instructions

2.2.1 MFMP Registration

In order to bid, Bidders shall have a current Vendor registration and be active for “Sourcing Events” within the link: [MFMP Vendor Information Portal Website](#).

MyFloridaMarketPlace Vendor Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders shall have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

Include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MFMP Sourcing Tool for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing Tool during this solicitation as indicated.

2.2.3 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, “My Events” lists all events the Bidder already chose to “Join” (i.e., you intend to submit a formal response). “Public Events” lists those events associated with the Bidder’s registered UNSPSC listed in their Bidder Information Portal (VIP) accounts, but the Bidders have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Bidder to submit questions about the event (solicitation), and alerts Bidders to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, bidders shall review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the

terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Bidders shall click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Bidders are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Bidders should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and, therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at VendorHelp@MyFloridaMarketPlace.com. For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, [MFMP Vendor Toolkit](#).

2.2.4 Who May Respond

Any equipment Manufacturer or Dealer may respond. Eligible bidders must satisfy the requirements, specifications, terms and conditions of the solicitation, and demonstrate their capability to perform a statewide contract in the State of Florida including service locations statewide.

NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent out-of-state corporations agree to attain such authorization within seven business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org.

2.2.5 Manufacturer’s Name and Approved Equivalents

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor must provide any equipment that meets or

exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether equipment is acceptable as an equivalent.

2.2.6 Mandatory Requirements or Conditions

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.2.7 Bidder Qualification Questions

Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may not evaluate bids from Bidders who answer “No” to any of the Qualification Questions.

2.2.7.1 Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?

2.2.7.2 Does the Bidder certify that it is not a Convicted Vendor as defined in section 7 of the PUR 1001?

2.2.7.3 Does the Bidder certify that it is not a Discriminatory Vendor as defined in section 8 of the PUR 1001?

2.2.7.4 Does the Bidder certify compliance with section 9 of the PUR 1001?

2.2.7.5 Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?

2.2.7.6 Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 4.27.5 of this solicitation?

2.2.7.7 Does the Bidder certify that it shall, if awarded, submit quarterly to the Department a Contract Sales report, as required in section 4.27.1 of this solicitation?

2.2.7.8 Does the Bidder certify that they have carefully and thoroughly reviewed their bids or prices on the Price Sheet (Attachment A) for accuracy and completeness?

2.2.7.9 Does the Bidder certify that they have read and understand the requirements stated in section 2.6 Supporting Documents?

2.2.7.10 Does the Bidder certify that they shall, if awarded, have at least one full service repair facility as required in section 2.5 of this solicitation?

2.2.7.11 Does the Bidder certify that they have submitted the MSRP Certification (Attachment J) from each Manufacturer as required in section 2.3.4.6?

2.3 Contents of Bid

Organize Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

2.3.1 Part 1 - Company Information

Complete the Vendor Information Form (Attachment F) to include all of the below:

2.3.1.1 Company name and address.

2.3.1.2 Name, title, phone number and email of person within the company responsible for administering the contract.

2.3.1.3 Federal ID Number

2.3.1.4 Internet website address

2.3.2 Part 2- Relevant Past Performance

Provide a synopsis of the five most recent large volume equipment contracts (which are similar to this ITB) in which your organization provided equipment. Include the following information:

2.3.2.1 Contract number;

2.3.2.2 Term of the contract;

2.3.2.3 The name and telephone number of the customer's contact person;

2.3.2.4 Number of items sold by your organization under the contract;

2.3.2.5 Average number of your organization's personnel assigned to contract; and

2.3.2.6 The final overall sales received by your organization under the contract.

2.3.3 Part 3 - Price Sheet Submission (Attachment A)

Download the Price Sheet (Attachment A-Price Sheet), complete and upload it within the MFMP Sourcing Tool, per section 2.2.2 of the solicitation. Bidders are not required to bid on all Groups or all Manufacturers or Brand Names within a Group (including Sub Groups).

2.3.4 Part 4 – Other information

2.3.4.1 Current Department of State Registration Form

Submit a current copy of the Bidder's registration with the Florida Department of State, which authorizes the company to do business in the State of Florida (www.sunbiz.org). See section 2.2.4.

2.3.4.2 Out-of State Preference Letter from Attorney (if applicable)

Any Bidder who states that its "principal place of business" is outside of this state shall submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

2.3.4.3 Certification of Drug-Free Workplace (Attachment C)

Bidder must download and complete the Certification of Drug-Free Workplace found in section 5 (Attachment C).

2.3.4.4 Preferred Pricing Affidavit (Attachment D)

Bidders must download and complete the Preferred Pricing Affidavit found in section 5 (Attachment D).

2.3.4.5 Savings/Price Reduction (Attachment E)

The Bidder is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. Attachment E (PUR 7064), Savings/Price Reductions is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form with its bid, and at the time of any renewals or extensions. Savings/Price Reduction Form found in section 5 (Attachment E).

2.3.4.6 MSRP Certification (Attachment J)

Bidder must download and complete the MSRP Certification (Attachment J) found in section 5.

2.3.4.7 MSRP Lists

Bidder must submit the MSRP List(s) consistent with section 2.6 Supporting Documents and Certification (Attachment J).

2.4 Alternate Responses

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group (including Sub Groups). The Department seeks each Bidder's single-best response by Manufacturer or Brand Name per Group.

2.5 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the

contract term. Contractors must complete the Vendor Information form (Attachment F) included in the Forms Section of this ITB, and must maintain that document throughout the contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

2.6 Supporting Documents

Bidder shall submit the following Supporting Documents with their Bid, as noted:

MSRP List: With the bid, Bidder shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.11) for each Group (including Sub Groups) and Manufacturer or Brand Name bid under Attachment A, Price Sheet. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer or Brand Name).

The MSRP List shall include the Manufacturer’s Model Number, Manufacturer’s Item Description, and MSRP for each of the Manufacturer or Brand Name and Group’s applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts offered. The MSRP List shall include the applicable Group, Manufacturer or Brand Name, MSRP List Name, Percent Discount and MSRP List Date on the cover or first page.

Bidder shall complete MSRP Certification (Attachment J) from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer’s MSRP when submitting Supporting Documents. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. The Department shall be the final arbitrator of MSRPs should the pricing differ from the published MSRPs.

The Supporting Documents shall be uploaded to the Department per section 2.2.2 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

2.7 Evaluation Criteria

The Department shall evaluate eligible responsive bids. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

2.8 Basis of Award

Awards shall be made to one (1) responsive, responsible Bidder that offers the highest Base Equipment MSRP discount per Manufacturer or Brand Name in each Group line number.

The Department reserves the right to award to a single contractor or award to multiple contractors by Manufacturer or Brand Name, within each Group line number or any other Sub Group if deemed to be in the best interest of the State.

Bidders are not required to bid every Group (including Sub Groups) or every Manufacturer or Brand Name within a Group. If the Bidder wishes to be considered for an award, they must submit a bid for the Base Equipment MSRP discount for a Manufacturer or Brand Name within a Group (including Sub Groups) and the MSRP discounts for the OEM Options, Accessories, & Implements and associated OEM & Replacement Parts for the Manufacturer or Brand Name bid. However, awards for each Manufacturer or Brand Name within a Group shall be based upon the greatest Base Equipment MSRP discount bid by a responsive and responsible Bidder.

2.9 Preference to Florida Vendors

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, Florida Statutes.

2.10 Tie Bids

In the event that the Department's evaluation results in identical evaluations of replies for the lowest Group price or three bidders with the lowest Group price, the Department shall select Bidder(s) based on the criteria identified in Rule 60A-1.011, Florida Administrative Code.

2.11 Rejection of Bids

The Department shall review bidder responses using the criteria listed in section 2.2.7 Bidder Qualification Questions to determine responsiveness. Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

2.12 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

2.13 Redacted Submissions

The following section supplements section 19 of the [PUR 1001](#). If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder shall mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department shall provide the Redacted Copy to the requestor. If a requestor asserts a right to

the Confidential Information, the Department shall notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

2.14 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested shall result in disqualification of the bid.

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Section 3 Description of Scope

3.1 Scope

The Agriculture and Lawn Equipment Commodities (including the Base Equipment; associated OEM Options, Accessories, & Implements; and associated OEM & Replacement Parts) offered under the Contract shall be classified under twenty-one (21) Groups, which are listed and described as follows:

Group	UNSPSC Code(s)	Group Description
Group 1	25101900	All Terrain Vehicles (ATV)
Group 2	25101900	Utility Vehicles (UTV)
Group 3	21100000	Mower: Walk-behind Lawn, Non-Commercial Type
Group 4	21100000	Mower: Walk-behind Lawn, Commercial Type
Group 5	21100000	Mower: Stand-On, Commercial Type
Group 6	21100000	Mower: Lawn & Garden Tractor (Riding)
Group 7	21100000	Mower: Front / Rear wheel Steering (Riding) Type
Group 8	21100000	Mower: Commercial Zero-Turn Radius (Riding) Type
Group 9	21100000	Mower: Wide-Area, Commercial
Group 10	27112000, 25111934, 27112712	Lawn Equipment - Handheld, Walk-behind, Backpack
Group 11	21000000	Utility Tractors: Under 40 HP
Group 12	21000000	Utility Tractors: Greater than or equal to 40 HP but less than 145 HP
Group 13	21000000	Row-Crop Tractors: Greater than 140 HP but less than 370 HP
Group 14	21000000	Agricultural/Specialty Tractors: Includes hi-crop, low profile and narrow do not qualify for other groups
Group 15	23231800, 21100000	Large Lawn, Agricultural, and Small Forestry Equipment: Compatible with tractors, stand alone, and vehicles.
Group 16	25101900	Golf Carts and Golf Specialty Vehicles
Group 17	21100000	Golf and Turf Mowers
Group 18	49211600	Golf and Turf Misc. Other
Group 19	70150000, 70151700	Commercial / Production Forestry Equipment
Group 20	25181700	Flat/Utility Axle Trailers
Group 21	25181700	Specialty Trailers

The Contract is intended to cover only those Agriculture and Lawn Commodities generally used by the State of Florida as listed and described herein, and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractors MSRP list.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.2 Commodity Specifications and Standards

The Commodity Specifications and Standards are based on the known needs of Eligible Users and best information available to the Department at the time the Commodity Specifications and Standards were created.

The following specifications and standards form a part of the overall Technical Specifications except as modified or noted herein.

All Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.9, Transportation and Delivery), and installed (OEM & Replacement Parts do not include installation) to be fully suitable for their intended use, purpose, and service;
2. All Commodities shall be new and unused (except as specified in section 3.9, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
7. All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to,

Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.4 Testing

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.5 Warranty

The Manufacturer's standard warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance, section 3.11, and shall begin only at the time of Acceptance by the Eligible User.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components or any parts incorporating the equipment ("Recalled Equipment"), the contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Buyer give the Department and each Buyer all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Buyer. The Contractor, at its own cost, shall

ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to insure that the Commodity supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall insure that the Commodity ordered by the Eligible User are fully compatible with each other and with any associated pre-existing Commodity possessed by the Eligible User and disclosed to the Contractor by the Eligible User. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components;
- Replace the Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM & Replacement Parts to the Eligible User.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

3.8 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract shall be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Eligible User with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signature and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per section 3.10, Acknowledgement of Order. However, the Eligible User shall then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see section 4.8, Ceiling Prices, are included in the Base Equipment Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see section 4.8, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - a) The Eligible User's Purchase Order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

In conjunction with section 4.8, Ceiling Prices, Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM & Replacement Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Eligible User's place of business or designated location. Delivery does not constitute Acceptance, per section 3.11 of the Contract. The Contractor shall give the ordering Eligible User a minimum of twenty-four (24) hour notice prior to delivery. Deliveries shall be received as stipulated by the Eligible User.

Deliveries of awarded Commodities shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three (3) road miles or less, the self-propelled Commodity may be driven, under supervision, to the delivery location. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Eligible User's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
7. Assure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
8. Where applicable, packaged to insure safe delivery to the destination. Packaging shall comply with the requirements of section 403.7191, Florida Statutes. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Commodities shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of ordering Eligible User's Purchase Order;
3. Copy of the applicable Manufacturer(s)'s specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

3.10 Acknowledgement of Order (Attachment I)

For orders which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the ordering Eligible User within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Contractor to notify the ordering Eligible User of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor shall mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) calendar days from the date the Contractor received the Purchase Order shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User. **Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.**

3.11 Acceptance

The Eligible User, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Eligible User shall compare the physical Commodity delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User shall inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Eligible User to discover an error in the Commodity shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and Acceptance shall be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity, per section 3.9 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action.

Should the Commodity require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Eligible User to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity shall not be accepted until all

service and / or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any Transportation and Delivery, section 3.9, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User shall develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Eligible User and the State shall not be liable for payment for any portion thereof.

3.12 Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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Section 4 Contract Conditions

This section contains conditions which shall be complied with during the performance of this contract. The conditions come in two parts, general conditions and special contract requirements.

4.1 General Contract Requirements

The General Contract Conditions, [PUR 1000](#) is incorporated by reference and provided via a link below:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

4.2 Special Contract Requirements

The Special Contract Requirements are provisions that relate directly to the performance of this contract.

4.3 Pricing

The Contractor shall adhere to the discount applied to the uploaded MSRP List(s) as submitted for in the completed Price Sheets, which are incorporated by reference into the Contract.

$$\text{Pricing} = (100\% - \text{Percent Discount}) \times \text{MSRP List Price(s)}$$

4.4 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

4.5 Contract Overlap

Contractors shall identify any equipment or parts covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

4.6 Commodity, Group, and Manufacturer or Brand Name Additions and Deletions

During the Contract Term, section 1.4, the Department shall have the right to add or delete Commodities, Groups, or Manufacturer or Brand Names to or from this agreement by adding them to or removing them from the Price Sheet, Attachment A. Any new Commodities, Groups, or Manufacturer or Brand Names added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the Contractor and the Department. Commodities, Groups, or Manufacturer or Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

4.7 Price Adjustment

Price may be adjusted annually, beginning 12 months after the contract effective date based on the percent change (up or down) of the Producers Price Index (PPI). All requests must be submitted to the Contract Manager during the months of January or July only. Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Groups	Industry Code	Industry	Baseline
1, 2, 16	44121 Recreational vehicle dealers	PCU44121-44121- Recreational vehicle dealers	June 2001
3, 10	333112 Lawn and garden equipment manufacturing	PCU3331123331121 Consumer non-riding lawn, garden, and snow equipment	December 1982
6		PCU3331123331123 Consumer riding lawn, garden, and snow equipment	
4, 5, 7, 8, 9, 17, 18	333111 Farm machinery and equipment manufacturing	PCU333111333111J Commercial turf and grounds care equipment, including parts and attachments	December 1982
11, 12, 13, 14,		PCU3331113331111 Farm-type (power take-off hp) wheel tractors (2/4-wheel drive)(with or without attachments)	December 1982
15		PCU333111333111G All other farm machinery and equipment, excluding parts, including attachments	December 1982
19		PCU333111333111 Farm machinery and equipment manufacturing	December 1982
20, 21	33621 Motor vehicle body and trailer manufacturing	PCU33621-33621- Motor vehicle body and trailer manufacturing	December 2003

The Contractor may have up to 60 days after the posting of the month or quarter non-preliminary data at each contract anniversary to request a price increase. When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI over the last 12 months of the Contract that supports a price adjustment.

The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The contractor must complete Price Update Form (Attachment H) to have the price adjustment processed. The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

4.8 Ceiling Prices

The individual Base Equipment Price (after discount); OEM Option, Accessory, & Implement Price (after discount); and OEM Part Price (after discount) contained or referenced in the Attachment A, Price sheets, shall be the not-to-exceed Ceiling Prices under the Contract.

4.9 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule Chapter 60A of the Florida Administrative Code govern the contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for contract termination or nonrenewal of the contract.

4.10 Insurance Requirements

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the

insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

4.11 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination or nonrenewal of the contract.

4.12 Records Retention

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

4.13 Public Records

4.13.1 Access to Public Records

- (1) The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

4.13.2 Protection of Trade Secrets or Other Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

4.13.3 Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

4.14 Annual Appropriations

The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.15 Renewal

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal shall be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.16 Cancellation

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are

exempt from Article 1, section 24(a), Florida Constitution and Chapter 119.07(1), Florida Statutes

4.17 Intellectual Property

The parties do not anticipate that any Intellectual Property shall be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract shall belong to and be the sole property of the state. This provision shall survive the termination or expiration of this contract.

4.18 Gifts

The Contractor agrees that it shall not offer to give or give any gift to any State of Florida employee. This Contractor shall ensure that its sub-contractors, if any, shall comply with this provision.

4.19 Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for Bidders who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

4.20 Monitoring by the Department

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department shall deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

4.21 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

4.22 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

4.23 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in

related subcontracts a requirement that sub-contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-contractor during the Contract term.

4.24 Subcontracting

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, *with the exception of those subcontractors identified in the Contractor's bid*, without prior written consent of the Department.

The Contractor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850)487-0915 for information on minority bidders who may be considered for subcontracting opportunities.

4.25 Performance Qualifications

The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractor shall be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the equipment bid. If the Department determines that the conditions of the solicitation documents are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the response or terminate the Contract. Contractor may be disqualified from receiving awards if Contractor or anyone in Contractor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Contractor is not relieved from fulfilling all Contract requirements.

4.26 MyFloridaMarketPlace Transaction Fee

The awarded Vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee

reporting instructions and Vendor training presentations available online on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.27 Contract Reporting

4.27.1 Contract Quarterly Sales Report (Contract Deliverable)

The Contractor agrees to submit a Quarterly Sales Report (Attachment B) on a quarterly basis to the DMS Contract Manager. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. A quarterly report is required even if Contractor has zero sales to report for that quarter.

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports are due ten (10) working days after the end of the reporting period.

4.27.2 Savings / Price Reductions (Attachment E)

Contractor shall submit one (1) accurately completed Savings / Price Reductions form (Attachment E) with their Response containing the required savings information for each UNSPSC Code with associated Related Services offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form shall not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be submitted to the Department per section 2.3.4.5 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Contractor being deemed non-responsive.**

4.27.3 Transaction Fee Reports

The Bidder is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.27.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Bidder utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Bidder on behalf of each purchasing agency ordering under the terms of this Contract.

4.27.5 Preferred Pricing Affidavit Requirement

The Department shall provide the Preferred Pricing Affidavit, (Attachment D), for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the [PUR 1000](#) form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

4.28 Contract Termination

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits. (Reference section 4.4, Financial Consequences)

4.29 Force Majeure

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

4.30 Additional Provisions

The provisions of paragraphs 287.058(1)(a) and (b), Florida Statutes, are hereby incorporated by reference.

4.31 Alternate Responses

Contractor may not submit more than one bid for each listed Manufacturer or Brand Name per UNSPSC Code (including associated MSRP Discount, Related Services Prices, MSRP Date, etc.). The Department seeks each Contractor's single-best Response by Manufacturer or Brand Name per Group or Sub Group line number.

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Section 5 Attachments

Attachment A	Price Sheet (section 2.3.3)
Attachment B	Quarterly Sales Report (section 4.28.1)
Attachment C	State of Florida Drug-Free Workplace Certification (section 2.3.4.3)
Attachment D	Preferred Pricing Affidavit (section 2.3.4.4)
Attachment E	Savings/Price Reduction Form (section 2.3.4.5)
Attachment F	Vendor Information Form (section 2.3.1)
Attachment G	Timeline (section 1.6)
Attachment H	Sample Price Update Form (section 4.7)
Attachment I	Acknowledgement of Order Form (section 3.10)
Attachment J	MSRP Certification (section 2.6)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Contract Amendment with Johnson Engineering, Inc. to delete Section 2.2 referencing Florida Statutes 287.055 since it is not applicable to this contract.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Deletes contract language not applicable to this contract.</p> | <p>5. CATEGORY: 6.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
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- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Mark Fisher</u></p>
<p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

Florida Statutes 287.055, the "Consultants Competitive Negotiations Act", defines "Professional Services" as "architecture, professional engineering, landscape architecture, registered surveying and mapping" and applies definitions, limits for engineering related to construction projects, and other requirements specific to these lines of business. As such, the following language referencing F.S. 287.055 is included in the LCPA's on-call architecture and engineering contracts:

"2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation."

The LCPA Purchasing Manual distinguishes between "Professional Service" contracts as defined by Florida Statutes and "Other Professional Services" which applies to planning, financial, and other types of consultant services provided to the LCPA. For the LCPA's on-call planning and environmental consultant contracts, a Request for Letters of Qualifications (LOQ) 17-09 was competitively advertised to select two (2) firms. The Board ultimately selected Johnson Engineering, Inc. and Passarella and Associates, Inc. as the top ranked firms and entered into contracts with both firms in January of 2018. LOQ 17-09 correctly included the following language:

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER</p> |
|--|---|

Background (continued)

"This Consultant will serve as an extension of staff for a variety of small, medium and large planning, environmental, and miscellaneous projects/tasks. The services provided under this contract are not considered "Professional Services" as defined by Section 287.055 Florida Statutes (architecture, professional engineering, landscape architecture, registered surveying and mapping). The services provided under this contract are considered "Other Professional Services" as defined in the Board adopted Authority Purchasing Policies."

Unfortunately, when preparing the corresponding contracts for Board execution, the standard architecture and engineering language referencing F.S. 287 was mistakenly inserted into the planning and environmental contracts. Pursuant to the LOQ and the LCPA Purchasing Manual, this language does not apply to planning or environmental contracts. Therefore, since this language is not applicable, staff requests that this language be deleted.

Attachment:
Contract Amendment

Contract Number 7905
Vendor Number 105638

**FIRST AMENDMENT TO LEE COUNTY PORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
GENERAL PLANNING AND ENVIRONMENTAL SERVICES
LOQ 17-09**

THIS FIRST AMENDMENT AGREEMENT is entered this _____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **JOHNSON ENGINEERING, INC.**, a Florida corporation, authorized to do business in the State of Florida and having a business address of 2122 Johnson Street, Fort Myers, Florida 33901, FEI No. 59-1173834, ("Consultant") to amend the Professional Services Agreement between the parties dated January 12, 2018, Port Authority Contract No. 7905 (the "Agreement").

WITNESSETH:

WHEREAS, under the terms of the Agreement, Consultant has agreed to provide professional General Planning and Environmental Services to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, the parties have determined that the Agreement mistakenly states that it was solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act (the "CCNA"). Instead the

requested services fall outside of those covered by the CCNA and its terms do not apply to the Agreement. The parties therefore desire to amend the Agreement accordingly; and

WHEREAS, the parties also desire to amend the Agreement to reflect changes to Section 287.135, Florida Statutes, regarding contracting with Scrutinized Companies.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree to amend the correspondingly numbered sections of the Agreement as follows:

1. Article 2 is amended to read:

ARTICLE 2 - SCOPE OF SERVICES

2.1. Consultant shall provide professional planning and environmental services to Authority on a continuing basis, as described in Schedule "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional planning and environmental consultant for various projects and providing the customary services associated therewith.

~~2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation.~~

2.2. ~~2.3~~ Consultant has represented to Authority that it has special expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be

subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

2. Article 20 is amended to read:

ARTICLE 20 - TERMINATION UNDER SECTION 287.135, F.S. (2016)

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S. (2016), or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or, ~~has engaged in "Boycott Israel" activities, as defined in Section 215.4725(1)(a), F.S. (2016), that, after October 1, 2016, result in Consultant being added to~~ is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel as described in Section 287.135, F.S. (2016).

3. The remaining terms of the Agreement are in full force and effect.

4. Acceptance of this First Amendment shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

This Amendment Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

Laure D. Joh
(Witness)

A. Martin
(Witness)

Consultant:
JOHNSON ENGINEERING, INC.

By: [Signature]
Title: PRESIDENT

Date: 15 APR 2019
(CORPORATE SEAL)

ATTEST:
LINDA DOGGETT, CLERK OF COURT

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Office of the Port Authority Attorney

FAA APPROVED:

By: _____
Date

FDOT APPROVED:

By: _____
Date

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Contract Amendment with Passarella and Associates, Inc. to delete Section 2.2 referencing Florida Statutes 287.055 since it is not applicable to this contract.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Deletes contract language not applicable to this contract.</p> | <p>5. CATEGORY: 7.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
|--|--|

- | | |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|---|

10. BACKGROUND:

Florida Statutes 287.055, the "Consultants Competitive Negotiations Act", defines "Professional Services" as "architecture, professional engineering, landscape architecture, registered surveying and mapping" and applies definitions, limits for engineering related to construction projects, and other requirements specific to these lines of business. As such, the following language referencing F.S. 287.055 is included in the LCPA's on-call architecture and engineering contracts:

"2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation."

The LCPA Purchasing Manual distinguishes between "Professional Service" contracts as defined by Florida Statutes and "Other Professional Services" which applies to planning, financial, and other types of consultant services provided to the LCPA. For the LCPA's on-call planning and environmental consultant contracts, a Request for Letters of Qualifications (LOQ) 17-09 was competitively advertised to select two (2) firms. The Board ultimately selected Johnson Engineering, Inc. and Passarella and Associates, Inc. as the top ranked firms and entered into contracts with both firms in January of 2018. LOQ 17-09 correctly included the following language:

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Background (continued)

"This Consultant will serve as an extension of staff for a variety of small, medium and large planning, environmental, and miscellaneous projects/tasks. The services provided under this contract are not considered "Professional Services" as defined by Section 287.055 Florida Statutes (architecture, professional engineering, landscape architecture, registered surveying and mapping). The services provided under this contract are considered "Other Professional Services" as defined in the Board adopted Authority Purchasing Policies."

Unfortunately, when preparing the corresponding contracts for Board execution, the standard architecture and engineering language referencing F.S. 287 was mistakenly inserted into the planning and environmental contracts. Pursuant to the LOQ and the LCPA Purchasing Manual, this language does not apply to planning or environmental contracts. Therefore, since this language is not applicable, staff requests that this language be deleted.

Attachment:
Contract Amendment

Contract Number 7906
Vendor Number 190717

**FIRST AMENDMENT TO LEE COUNTY PORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
GENERAL PLANNING AND ENVIRONMENTAL SERVICES
LOQ 17-09**

THIS FIRST AMENDMENT AGREEMENT is entered this _____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **PASSARELLA & ASSOCIATES, INC.**, a Florida corporation, authorized to do business in the State of Florida and having a business address of 13620 Metropolis Avenue, Suite 200, Fort Myers, Florida 33912, FEI No. 65-0667105, ("Consultant") to amend the Professional Services Agreement between the parties dated January 12, 2018, Port Authority Contract No. 7906 (the "Agreement").

WITNESSETH:

WHEREAS, under the terms of the Agreement, Consultant has agreed to provide professional General Planning and Environmental Services to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, the parties have determined that the Agreement mistakenly states that it was solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act (the "CCNA"). Instead the

requested services fall outside of those covered by the CCNA and its terms do not apply to the Agreement. The parties therefore desire to amend the Agreement accordingly; and

WHEREAS, the parties further desire to amend the Agreement to reflect changes to Section 287.135, Florida Statutes, regarding contracting with Scrutinized Companies.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree to amend the correspondingly numbered sections of the Agreement as follows:

1. Article 2 is amended to read:

ARTICLE 2 - SCOPE OF SERVICES

2.1. Consultant shall provide professional planning and environmental services to Authority on a continuing basis, as described in Schedule "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional planning and environmental consultant for various projects and providing the customary services associated therewith.

~~2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation.~~

2.2. ~~2.3~~ Consultant has represented to Authority that it has special expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be

subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

2. Article 20 is amended to read:

ARTICLE 20 - TERMINATION UNDER SECTION 287.135, F.S. (2016)

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S. (2016), or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or, ~~has engaged in "Boycott Israel" activities, as defined in Section 215.4725(1)(a), F.S. (2016), that, after October 1, 2016, result in Consultant being added to~~ is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel as described in Section 287.135, F.S. (2016).

3. The remaining terms of the Agreement are in full force and effect.

4. Acceptance of this First Amendment shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

This Amendment Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

Melissa M. Kiser
(Witness)

[Signature]
(Witness)

Consultant:
PASSARELLA & ASSOCIATES, INC.

By: [Signature]
Title: President

Date: 4/16/2019
(CORPORATE SEAL)

ATTEST:
LINDA DOGGETT, CLERK OF COURT

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Office of the Port Authority Attorney

FAA APPROVED:

By: _____
Date

FDOT APPROVED:

By: _____
Date

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of \$10,766,976.14 to perform Construction Manager/General Contractor services associated with the Passenger Check-in Modernization Project at the Southwest Florida International Airport (RSW); and approve a Total Project Budget in the amount of \$13,007,270.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 441246-1-94-01, Passenger Facility Charges and net funds from the normal operation of Southwest Florida International Airport; Account No. 20859641234.506540.20.
3. **TERM:** June 22, 2022
4. **WHAT ACTION ACCOMPLISHES:** Provides for the construction of the project.

5. **CATEGORY:** 8.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

In 2005, the RSW midfield passenger terminal opened with 27 total aircraft parking gates including a Federal Inspection Services Facility (or FIS) and a Rental Car Quick Turn-Around (or QTA) Facility. The various passenger processing areas had numerous check-in ticket counters within the main terminal building, as well as gate podiums at the respective airline boarding areas along the concourses. These ticketing and check-in counters were designed in 2000. Since then, the methods by which airport customers "check-in" for a flight have significantly changed. The original counters were designed for in person face-to-face processing. Today, the airlines and rental cars currently promote their business through more automated processes. Over the last 14 years since the opening of the terminal facility, airline and rental car business partners have adopted new technologies and have adjusted their processing methods in order to meet customer service expectations.

The airline and rental car industries can be very individualized whereby each has their own equipment, method of checking in customers, and their own customized implementation of automation and technology. Typical industry requests call for these items to be "branded" or "customized" to fit their own corporate model. Although the Port Authority respects this

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED
APPROVED as AMENDED
DENIED
OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

desire, the challenge is to balance this request and still maintain a “standardized” look that offers our passengers a sense of southwest Florida when traveling through RSW.

To date, the Port Authority facilities have been able to maintain this standardized sense of style better than most facilities. As a result, we continue to receive numerous compliments on the efficiency of our airport and how our facilities are visually appealing. However, it is time to “modernize” the check-in functional areas of our terminal. These enhancements will include: upgrading airline ticket counters, rental car counters, FIS counters, curbside check-in stations, airline gate podiums, and modernizing gate back-walls with such items as flat screen monitors and e-signage, and terminal curb dynamic signage. These improvements will be completed as a single project – maintaining the aesthetic consistency of our terminal to avoid the potentially inconsistent themed effect of individual tenant projects that collectively do not achieve a consistent look or master scheme.

As the Board selected CM/GC, Manhattan has completed preconstruction services and has successfully bid the project. Based on the bids received, the following summarizes the services to be provided:

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total \$9,284,074
- Manhattan has certified that all bids were procured in accordance with federal, state, and local laws and regulations and the lowest responsive, responsible bid has been accepted.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:
- **General Contractor/General Conditions**
 - Non-Personnel Costs related to field based items (insurance, permits, bonds, equipment, etc.,) needed to support the construction effort total \$255,228.00.
 - Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total \$525,029.11.
- **Construction Management Services**
 - Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, coordination with Port Authority, etc., for the project total \$702,644.70

The overall W/MBE goal for this project was 7%. Based on bids received, the overall projected total minority participation achieves 62%.

All project contingencies are controlled by the Port Authority. A Total Project Budget in the amount of \$13,007,270 is also attached for Board concurrence.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager/General Contractor.

Attachments:

Exhibits
Total Project Budget
Contract Amendment
W/MBE Memo



Date 3/27/2019

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Passenger Check-in Modernization

Project Description:

Upgrade all the existing mill-work which includes the ticketing counters, hold-rooms podium, Bags claim offices, visitor information centers, and rental car facility.

BUDGET SUMMARY:

Design/Permitting:

A&E Conceptual Study	\$ 130,030	
CM/GC Conceptual Study	\$ 26,960	
A&E/Design	\$ 446,875	
A&E Permitting/Bidding	\$ 23,450	
Mock-Up Units	\$ 59,816	
CM/GC Pre-construction - Design & Bidding	\$ 59,880	
TOTAL DESIGN/PERMITTING		\$ 747,011

Construction:

A&E/Construction Administration	\$ 179,683	
CM/GC Construction	\$ 1,482,902	
Subcontractor Construction	\$ 9,284,074	
Construction Contingency	\$ 1,313,600	
TOTAL CONSTRUCTION		\$ 12,260,259
<i>Total Project Budget *</i>		<u>\$ 13,007,270</u>

* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.

Passenger Check-in Modernization Project



Existing

New



Passenger Check-in Modernization Project

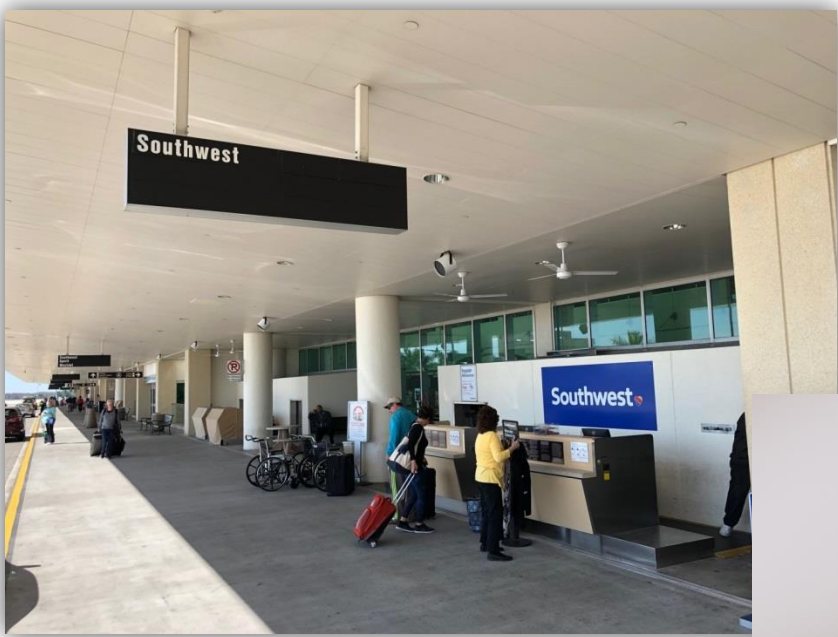


Existing

New



Passenger Check-in Modernization Project



Existing

New



CA No. 5

Vendor No. 407611

Contract No. 7779

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-24 General Construction Manager/General Contractor
Ticket Counter and Gate Podium Modernization
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Ticket Counter and Gate Podium Modernization

(1) Reasons for Amendment:

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) Method of Negotiating Price of Work

- Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.)

MANHATTAN CONSTRUCTION (FLORIDA), INC /CM/GC ACCEPTANCE

Gordon Knapp

CONSTRUCTION ADMINISTRATION ACCEPTANCE (If Applicable)

FDOT: _____
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 5

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Electrical	Wentco, Inc. 5877 Enterprise Parkway, Fort Myers, FL	\$ 789,550.00	W/MBE	\$ 789,550.00
Data	Pelican Electric Group 25270 Bernwood Drive Bonita Springs, FL	\$1,249,605.00	No	
Millwork	Mill-Rite Woodworkikng Company, 6401 47 th Street North, Pinellas Park, FL	\$3,191,013.00	W/MBE	\$3,9191.013.00
LED Panels	NanoLumens 4900 Avalon Ridge Parkway Peachtree Corners, GA	\$1,888,121.00	No	
Content Mgmt/Electronic Eq	Stratacache 2 Riverplace, Suite 200 Dayton, OH	\$ 391,122.00	No	
General Trades	Structures Development Group, 6601 Broken Arrow Road, Fort Myers, FL	\$1,774,663.00	W/MBE	\$1,774,663.00

EXHIBIT B - CONTRACT SUMMARY

Manhattan Construction Contract No. 7779

Contract Amendment 5

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum		Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
						FY 2016-17	FY 2017-18				
1	Preconstruction Services	\$ -	\$ -	\$ -	\$ -	\$ 26,960.00	\$ -	\$ 26,960.00	\$ 26,960.00	\$ -	\$ -
2	Design Phase Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,880.00	\$ 59,880.00	\$ 59,880.00	\$ -	\$ -
3	Common Use Podiums Mock-up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,815.53	\$ 59,815.53	\$ 57,815.53	\$ 2,000.00	\$ -
4	CM-GC Services	\$ -	\$ -	\$ -	\$ 10,766,976.14	\$ -	\$ -	\$ 10,766,976.14	\$ -	\$ 10,766,976.14	\$ -
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 10,766,976.14	\$ 26,960.00	\$ 119,695.53	\$ 10,913,631.67	\$ 144,655.53	\$ 10,768,976.14	\$ -

Board-approved Level 4 - \$100,000 11/13/16

Task 4 – RSW Ticket Counter and Gate Podium Modernization

I. OBJECTIVE

The objective of the CM/GC services provided under this task authorization shall be to assist the Port Authority and the design consultants to provide for the timely and successful completion of all construction elements required for the Southwest Florida International Airport (RSW) – Ticket Counter and Gate Podium Modernization. More specifically, the overriding objective of Manhattan Construction (Florida) Inc., as the CM/GC, is to subcontract and manager the work for the Lee County Port Authority and the design consultants in keeping this project on schedule, within the prescribed budget and fully coordinated with all airlines, airport operations and other parties.

The Construction Phase Contract Documents for this project includes:

- The Board-approved Basic Agreement between the LCPA and the CM/GC
- The General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below to include:
 - Project Information Sheet and all bid documents
- All Addendums issued Prior to Bid
- Drawings and specifications issued by Schenkel Shultz and Faith Group dated 01/24/2019

II. DESCRIPTION

The CM/GC will provide for the necessary construction management as well as enter into subcontractor agreements as needed for the planned construction of the ticket Counter and Gate Podium Modernization Project, at the Southwest Florida International Airport (RSW) – Fort Myers, Florida.

The Ticket Counter and Gate Podium Modernization Project is generally described as building construction/renovation including:

1. Replacement of all ticket and gate counters.
2. Replacement of counters in baggage offices, curbside bag drops, visitor information, news stand and renovation of Rental Car counters.
3. Ticket Counter Back Wall and work area upgrades to include LED video-walls, reconditioning of BHS stainless, anti-fatigue flooring and paint.
4. New LED ticket lane identification signage.
5. New Curbside LED signage and back wall upgrades at curbside baggage drop off locations.
6. New and replacement monitors in gate hold room areas.
7. Upgrades to electrical rooms and new power feeders as required for new LED screens and gate area monitors.
8. Upgrades to data rooms and replacement cabling for all LCPA shared use facilities.
9. Content management coordination with LCPA and airlines for information on Video walls.

III. BASIC SERVICES

Coordination:

- (a) The CM/GC shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CM/GC's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.

The CM/GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CM/GC and other persons or entities employed by the Owner for the Project. The CM/GC will assist the Owner and the A/E as required for the timely successful completion of the project.

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CM/GC shall attend all necessary local meetings, within 60 miles, with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.
- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY when such information is required at the job site for proper execution of the work.
- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of Record and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall schedule and conduct the preconstruction conference.

- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (c) The CM/GC shall assign a specific Project Manager to the project, which with necessary support from within the CM/GC organization will provide all necessary project management services for the project.
- (d) During actual construction, the CM/GC will have qualified personnel on the job site when any Subcontractor is on-site performing work for the duration of the Contract Base Bid generally described as the period from Notice to Proceed through Substantial Completion. The qualified personnel shall be on-site as necessary through Final Completion.
- (e) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
 - i.) maintain daily reports
 - ii.) monitor subcontractor work performance for deficiencies
 - iii.) maintain electronic record copy of all contract documents, change orders and other documentation on-site
- (f) Provide inspection of all work, materials, and tests, including substantial/final completion.
- (g) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (h) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (i) Report potential budget and schedule variances to PORT AUTHORITY, and take all necessary and appropriate steps to implement a speedy recovery plan.
- (j) When requested, coordinate delivery of Owner-supplied materials or equipment.
- (k) In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services and PORT AUTHORITY.
- (l) Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to

the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to Owner and A/E.

- (m) The CM/GC will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM/GC shall consider and evaluate SUBCONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- (n) The CM/GC shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CM/GC shall monitor the timely response by the subcontractor and take such necessary actions; such as, preparation of construction Field Directives and assignment of costs as outlined in the Contract specifications.
- (o) The CM/GC shall, with consent of PORT AUTHORITY, issue Field Directives to the Subcontractor, which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due the Subcontractor.
- (p) In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for proposed Change Orders; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Change Order dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Change Orders.
- (q) The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Change Orders (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and Owner.
- (r) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.

- (s) The CM/GC shall review and certify monthly Payment Requests.
- (t) The CM/GC shall review and certify monthly and/or bi-monthly W/MBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- (u) Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures, in accordance with procedures set forth in the construction contract consistent with PORT AUTHORITY procedures.
- (v) The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically, work in place deemed acceptable; however, not 100% in quality will be subject to this procedure.

Safety:

- (a) The CM/GC will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G, "Operational Safety on Airports During Construction Activity," and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.
- (b) The CM/GC shall stop or suspend the construction anytime that the CM/GC considers that a hazardous condition has been or is created.
- (c) The CM/GC shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM/GC shall discuss phasing with the PORT AUTHORITY representatives and make recommendations on any changes to project phasing.

Substantial Completion:

When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing, the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.

The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY and A/E Punch List) to necessary subcontractors for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise the A/E and PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Close Out and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY and A/E.
- (b) Perform post-construction administrative project close out procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of warranties and guarantees.
- (e) Provide final certification that ALL record drawings, warranties and project-related files have been reviewed by the CM/GC and

provided to the Port Authority as required and provided for in the contract and project specifications.

IV. PROJECT FEE SUMMARY

The CM/GC's Project Fee is guaranteed by the CM/GC not to exceed \$10,766,976.14 of the awarded/selected sealed bids received subject to additions and deductions by Contract Amendment. Costs which would cause this total cost to be exceeded by no fault of the PORT AUTHORITY shall be paid by the Contractor without reimbursement by the Owner.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee shall be comprised of the following five (4) components:

- **Selected Subcontractor Costs:** The amounts proposed by the selected successful bidders, received from public bid opening, and as selected in consultation with the PORT AUTHORITY and A/E.
- **CM/GC General Conditions Fee (Non-Personnel Costs):** The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. This includes costs related to field-based items (insurance, permits, bonds, trailers, equipment, insurance, etc.)
- **CM/GC General Conditions (Superintendent Personnel Costs):** The cost related to providing on-site construction superintendents to manage low-bid subcontracted work.
- **CM/GC Management (Professional Personnel Costs):** The cost of professional services including construction management activities and other contract administration tasks performed by the CM/GC. This includes oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, and coordination with the Port Authority.

Included within the Project cost is the cost of all travel within 60 miles of RSW, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Not included within this Project Fee are project-related contingency amounts. Such contingency amounts to address unforeseen circumstances such as: document inconsistency issues; unforeseen site or weather conditions; PORT AUTHORITY mandated alteration of work and quantities; or other unforeseeable causes/changed conditions beyond the control of the CM/GC as defined in the Extension of Time section within the contract documents; etc., shall be made part of the Owner's controlled contingency amount found within the established PORT

AUTHORITY total project budget. This contingency shall reside outside the established Project Fee described herein.

Billing of the Project Fee is to be based on a monthly percentage of work complete proportional with the CM/GC professional services scope of work, and its respective total lump sum task order, labor and general requirements billed monthly per the schedule duration; and on a monthly percentage of subcontractor work complete proportional with the schedule of values. Project invoices shall be based on percent complete and be divided in to categories as requested by the LCPA, including Low Bid Construction Work arranged by division, Construction Management Services, General Contractor/General Conditions Costs, and Contract Amendment Work.

The fee for construction activities is a lump sum amount distributed as follows:

Subcontractor Total	\$ 9,284,074.33
CM-GC General Conditions:	
Non-personnel Costs	\$ 255,228.00
Superintendent Personnel Costs	\$ 525,029.11
Construction Management Fee:	
Professional Personnel Costs	<u>\$ 702,644.70</u>
Task Total Lump Sum	\$ 10,766,976.14

MEMO TO: Karen Bryant
Contracts Administration

FROM: Julio A. Rodriguez
DBE Manager

DATE: March 28, 2019

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises (W/MBE) for the RSW – Passenger Processing Modernization Project



I have completed a review and approved the anticipated W/MBE goals, and good faith efforts submitted by Manhattan Construction regarding the above project. The commitments and the respective percentages of participation by W/MBEs and the good faith efforts submitted by all the successful low bidders conforms to the bid conditions as required by the Lee County Port Authority.

The estimated overall goal for this project is 7%. Based on the information received, the anticipated W/MBE participation goal is now 62% or \$5,755,226.00 of the total subcontractors construction cost.

The following W/MBE subcontractors are approved to provide the service(s) listed under the respective trade packages.

- Wentco, Inc. – Electrical
- Mill-Rite Woodworking Company, Inc. – Millwork
- Structures Development Group, Inc. – General Trades/GC

cc: James Brindle/Manhattan Construction
Adam Nguyen / LCPA
Hector Yanez/LCPA

JAR

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Schenkel & Shultz, Inc., in the amount of \$179,683 to perform Construction Administration services associated with the Passenger Check-in Modernization Project at the Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 441246-1-94-1, Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport; Account No. 20859641234.506510.70.
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides needed design evaluation and inspections during construction of the project.

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Mark Fisher
 DIV. Development

10. **BACKGROUND:**

In 2005, the RSW midfield passenger terminal opened with 27 total aircraft parking gates including a Federal Inspection Services Facility (or FIS) and a Rental Car Quick Turn-Around (or QTA) Facility. The various passenger processing areas had numerous check-in ticket counters within the main terminal building, as well as gate podiums at the respective airline boarding areas along the concourses. These ticketing and check-in counters were designed in 2000. Since then, the methods by which airport customers "check-in" for a flight have significantly changed. The original counters were designed for in person face-to-face processing. Today, the airlines and rental cars currently promote their business through more automated processes. Over the last 14 years since the opening of the terminal facility, airline and rental car business partners have adopted new technologies and have adjusted their processing methods in order to meet customer service expectations.

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11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

desire, the challenge is to balance this request and still maintain a “standardized” look that offers our passengers a sense of southwest Florida when traveling through RSW.

To date, the Port Authority facilities have been able to maintain this standardized sense of style better than most facilities. As a result, we continue to receive numerous compliments on the efficiency of our airport and how our facilities are visually appealing. However, it is time to “modernize” the check-in functional areas of our terminal. These enhancements will include: upgrading airline ticket counters, rental car counters, FIS counters, curbside check-in stations, airline gate podiums, and modernizing gate back-walls with such items as flat screen monitors and e-signage, and terminal curb dynamic signage. These improvements will be completed as a single project – maintaining the aesthetic consistency of our terminal to avoid the potentially inconsistent themed effect of individual tenant projects that collectively do not achieve a consistent look or master scheme.

Staff has negotiated a contract with Schenkel & Shultz to perform Construction Administration (CA) services for the project. Construction Administration services will include the following: review of shop drawings, submittals and payment applications; inspection of critical project elements; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; preparation of record drawings and final completion project certification. Total fees for this work is \$179,683, with \$48,548 paid to subconsultants, and 27% going to W/MBE sub-consultant companies.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:

Exhibits

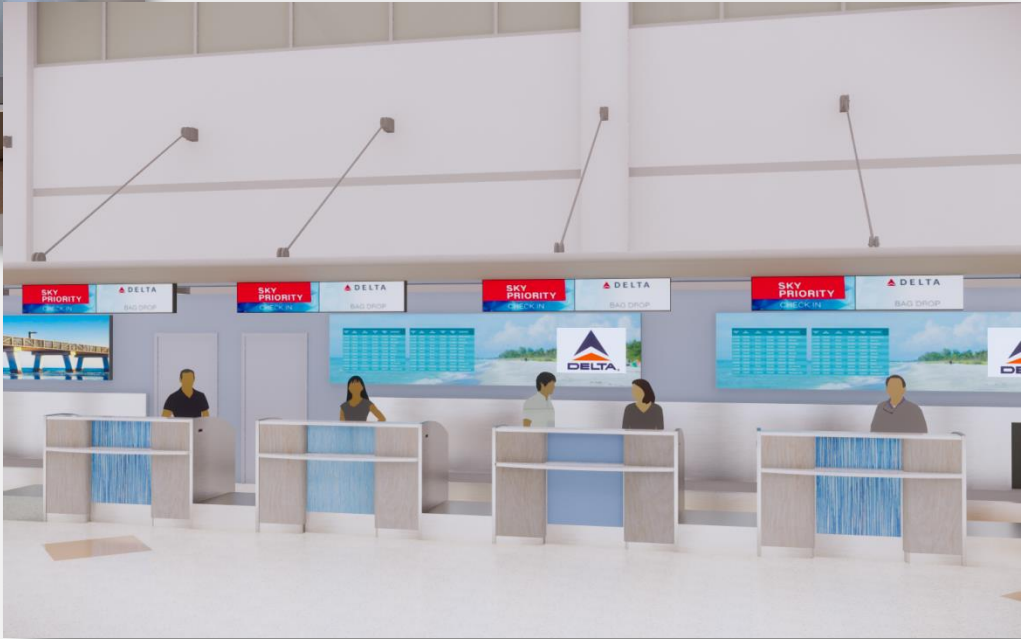
Contract Amendment

Passenger Check-in Modernization Project



Existing

New



Passenger Check-in Modernization Project



Existing

New



Passenger Check-in Modernization Project



Existing

New



CA No. 3

Vendor No. 112039

Contract No. 7549

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-23 Design Ticket Counter and Gate Podium Modernization
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Ticket Counter and Gate Podium Modernization

(1) **Reasons for Amendment:**

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

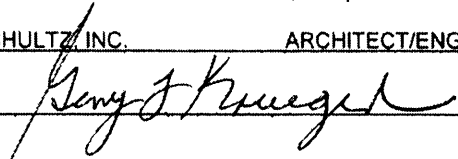
- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

SCHENKEL & SHULTZ, INC. ARCHITECT/ENGINEER ACCEPTANCE

Gary Krueger



FDOT: _____
FDOT Representative

FAA: N/A
FAA Representative

441 246-19401

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 3

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Electrical	Faith Group, LLC 14 Arbor Road St. Louis, MO	\$ 45,548.00	Yes	\$45,548.00
Design	Kdl Interior Design 2242 Flora Avenue Fort Myers, FL	\$ 3,000.00	Yes	\$ 3,000.00

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued			Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
						\$100,000 Level Maximum FY 16-17	\$100,000 Level Maximum FY 17-18	\$100,000 Level Maximum FY 18-19				
1	Conceptual Refinement	\$ 130,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,030.00	\$ -	\$ -	\$ -
2	Project Implementation	\$ 470,325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,325.00	\$ 467,825.00	\$ -	\$ -	\$ 2,500.00
3	Construction Administration Services	\$ -	\$ -	\$ -	\$ 179,683.00	\$ -	\$ -	\$ 179,683.00	\$ -	\$ 179,683.00	\$ -	\$ -
CONTRACT TOTALS		\$ 600,355.00	\$ -	\$ -	\$ 179,683.00	\$ -	\$ -	\$ 780,038.00	\$ 587,855.00	\$ 179,683.00	\$ -	\$ 2,500.00

Board-approved Level 4 - \$100,000 11/3/2016

Task 3 – Ticket Counter and Gate Podium Modernization – Construction Administration Services

I. OBJECTIVE

The Lee County Port Authority desires to modify the various passenger processing areas at the Southwest Florida International Airport (RSW). Passenger processing components and associated millwork relative to terminal operations are to be updated to accommodate more automated processes based upon new technology. In addition, the creation of a standardized look shall be implemented while respecting individual airline and rental car branding and customized use of automation and technology.

The proposed improvements are being completed as a single project. The concept refinement and design services tasks have been completed. The scope defined herein relates to permitting and construction administration based upon the information and approvals previously received and documented. Construction administration includes architectural, electrical and systems with respect to drawings and specifications describing the construction scope required to integrate all components as listed below.

Components include, but are not necessarily limited to:

- Ticket counter podiums and scales
- Curb side check in counters and scales
- Baggage service office counters
- Ticket counter back wall monitors/video walls
- Back wall remediation along baggage conveyors
- Overhead lane identifiers at ticket counters
- Curb side signage, arrival and departure levels, including dynamic signage
- Ticket lobby finishes at the area of the agent counters
- Gate podiums and boarding scanners
- Gate podium back wall with monitors
- Gate overhead information monitors
- Vacation bureau information desks, arrival level
- Newspaper box housing, arrival level
- Common use computer equipment at the common use podiums
- Common use kiosks for non-signatory airlines
- Airline kiosk enhancements for lobby uniformity
- Rental car customer service counter
- Enhanced security features such as duress buttons at podiums and stations

II. SCOPE OF WORK

Provide professional services relative to the Project permitting and construction as necessary to provide the intended improvements to the passenger processing and millwork modernization. Key sub-tasks associated with providing the work necessary to achieve the final implementation of the project include the following phases:

1. Meetings

- 1.1 Preconstruction Meeting: A/E attendance at the preconstruction meeting as scheduled and conducted by the CM/GC. The meeting is intended to review general administrative procedures of the contract, review technical requirements, the trade contractor submittal process, project schedule and phasing and other items as defined in the Contract Documents.
- 1.2 Owner/Architect/ CM/GC Meetings: Attend weekly OAC coordination meetings.
- 1.3 Meetings with Airlines: Arrange for and/or attend miscellaneous coordination meetings on an as needed basis with the individual Airlines regarding the construction of their particular areas.
- 1.4 Coordination with the LCPA: Attend miscellaneous meetings with the LCPA staff on an as needed basis regarding schedule, modifications and/or clarification relative to the Project construction.
- 1.5 DERT meetings: Attend miscellaneous DERT meetings as required to clarify agenda items.
- 1.6 Content Requirements: Engineer's attendance to conduct and clarify the expectation of the project with the selected trade contractor and the LCPA requirements.
- 1.7 Business Rules: Engineer's attendance at the coordination of operational requirements in accordance with the LCPA guidelines and expectations.

2. Permitting

- 2.1 Permit Submittal: Prepare documents and electronically submit same to the Lee County Development Division for plan review and required building permits. It is the responsibility of the CM/GC to secure the final permits necessary for the construction.
- 2.2 Plan Review Responses: Respond with necessary clarification documentation to the Lee County Development Division regarding plan review comments as necessary to obtain the building permits relative to the construction.

3. Documentation

- 3.1 Submittal Review: A/E review of the CM/GC trade contractor submittals relative to products and systems proposed to be installed per the Construction Documents.
- 3.2 RFI Response: A/E clarification of the CM/GC requests for information regarding products and systems intended to be installed per the Construction Documents.
- 3.3 Pay Application Review: A/E review of the CM/GC monthly payment application and letter of recommendation of the same. When recommending payment, the A/E is only representing that there has been visual checks on items installed in the field.

- 3.4 Change Orders: Preparation of change order (a.k.a. Notice of Variance) documentation as required or requested to provide any required revisions or supplemental construction documentation during the construction. Review of CM/GC pricing of same and subsequent recommendation as to acceptance or rejection by the Owner.
- 3.5 Conformed Documents: A/E preparation of conformed drawings and specifications based upon modifications regarding the bidding and county permit review.
- 3.6 Close Out Documents: Review on behalf of the Owner of the CM/GC close out documents as submitted at the completion of the project relative to the Owner manuals, warranties and Record Drawings.
- 3.7 Internal Scheduling: **SchenkelShultz** internal staff management regarding scheduling and project accounting/bookkeeping with respect to personal and project representation.

4. Inspections

- 4.1 Site Inspections: A/E inspections based upon project phasing of individual areas associated with the construction on an as needed basis to deliver the associated components to the Authority and the Airlines in accordance with the Construction Documents. Inspections are intended to provide a general observation of the work based upon the A/E's professional judgements and general conformance with the Construction Documents.
- 4.2 Substantial Completion/Punch List: Based upon phased site inspections, determination of the level of completeness relative to the project requirements and any remediation determined to be necessary prior to final acceptance of the project with the appropriate documentation.
- 4.3 Final Inspection: An overall review of the project with respect to the phased substantial completions and the recommendation to the Authority that the project has been constructed per the Construction Documents and meets the intent of the Authority with regard to the overall Passenger Processing Modernization.

III. SCHEDULE

Permitting	60 Calendar Days following NTP
Construction/Phased Substantial Completions	180 Calendar Days
Final Completion/Close Out	30 Calendar Days

IV. ASSUMPTIONS

- 1. Where concealed conditions could not be visually confirmed through previous site assessment, **SchenkelShultz** has relied upon existing documentation to coordinate design drawings. Additional engineering not included in the prior scopes may be required if as-built conditions do not coincide with existing documentation.

2. Design and specifications relative to communication (voice/data), flight information and security systems are believed to be consistent with the Authority's existing systems and designed as an extension of those systems.
3. Specification of equipment associated with the proposed modernization is limited to that equipment that is to be furnished by the Authority as part of the project. Processing equipment utilized by the individual tenants and agencies will be coordinated as required with respect to incorporation and integration into the proposed work, either to be provided by the individual tenants or in accordance with the LCPA procurement policies.

V. ADDITIONAL SERVICES

Services desired beyond those as enumerated herein will be considered as additional services to the professional services fees submitted herein.

VI. FEE

The fee for this task is a lump sum amount. The fees include, but are not limited to, reimbursement for trips, long distance telephone calls, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

TASK TOTAL LUMP SUM	\$179,683.00
----------------------------	---------------------

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with DeAngelis Diamond Construction in the amount of \$44,695,122 to provide Construction Manager/General Contractor Services associated with the construction of a new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport; and authorize a Total Project Budget in the amount of \$80,163,694.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506530.30
3. **TERM:** January 31, 2023
4. **WHAT ACTION ACCOMPLISHES:** Provides for the construction of a new ATCT/TARCON facility to provide better air traffic service to southwest Florida and to reduce the costs and time needed for the future parallel runway.

5. **CATEGORY:** 10.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Mark Fisher
 DIV. Development

10. **BACKGROUND:**

The current Southwest Florida International Airport (RSW) Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facility was built during the original airport's construction in 1983. The current ATCT/TRACON facility does not meet current fire codes or hurricane codes and needs more space to adequately serve the airspace needs of RSW and southwest Florida. RSW currently has a single 12,000 foot runway with the ATCT/TRACON located on its north side across the airfield from the 28 gate midfield passenger terminal. The current Airport Layout Plan approved by the Board of Port Commissioners and the FAA identifies the future need for a second parallel runway at RSW to the south of the terminal complex. The planned Parallel Runway 6R-24L will have obstructed lines-of-sight from the existing tower and, therefore, a new tower at a more central midfield site located between the two runways is needed to support the existing and future air traffic operations.

Most tower projects at airports across the US are constructed (in whole or in part) by the Federal Aviation Administration (FAA). Nationally, airport needs for new and updated towers and TRACONs greatly exceed the available federal dollars.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

As such, there is a long waiting list for new towers. Over the last eight years, LCPA staff has been working with the RSW airlines, the FAA, and the Florida Department of Transportation (FDOT) and, as a result, has secured/programmed over \$50 million of state grant funds and Passenger Facility Charge revenues to be used towards a new RSW ATCT/TRACON facility, and additional state and other funding is expected to be secured in the near future to decrease the LCPA's financial commitment to the project. The new RSW ATCT/TRACON will be the first airport tower project in the US to ever be designed and constructed with no federal dollars. As such, it is a very unique and complicated project.

The LCPA staff and its design team have worked over the last eight years to perform and prepare site selection studies, environmental analyses, detailed design, wind tunnel and seismic evaluations, constructability reviews, agreements with the FAA totaling over \$20 million for the equipment installation and commissioning of the new tower, and have competitively bid the project for construction. If this project does not move forward at this time, millions in state grant funding will have to be paid back, millions in funds already paid to the FAA will be lost, the site selection approvals and environmental permits will expire, and the cost and time to accomplish the future parallel runway, and the associated cost to our business partner airlines, will drastically increase.

As the Board selected CM/GC, DeAngelis Diamond Construction has completed preconstruction services and has successfully bid the project. Based on the bids received, the following summarizes the services to be provided:

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total \$36,956,840.
- DeAngelis Diamond Construction has certified that all bids were procured in accordance with federal, state, and local laws and regulations and the lowest responsive, responsible bid has been accepted.
- Of the 37 sub-trade packages that were publicly advertised, two packages received no bids. For these sub-trade packages that received no bids, the CM/GC will seek competitive quotes and subcontract with a sub-trade entity that supplies the lowest quote. In the meantime, the project budget provides for a procurement allowance for these items as part of the Total Project Budget.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:
- **General Contractor/General Conditions**
 - Non-Personnel Costs related to field based items (insurance, permits, bonds, equipment, etc..) needed to support the construction effort total \$2,065,398.
 - Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total \$2,990,940.
- **Construction Management Services**
 - Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, coordination with Port Authority, etc., for the project total \$2,125,244.
 - Survey Work, Material Testing, BIM, and Scheduling Costs related to all required survey, testing, BIM, and schedule coordination total \$556,700.

The overall W/MBE goal for this project was 7%. Based on bids received, the overall projected total minority participation achieves 12%.

All project contingencies are controlled by the Port Authority. A Total Project Budget in the amount of \$80,163,694 is also attached for Board concurrence. The Total Project Budget includes all design phase fees paid to date (\$7,933,314), this contract amount (\$44,695,122), allowances for re-quoting no-bid work (\$3,000,000), A&E/Construction Administration (\$3,755,440), an FAA equipment and commissioning agreement previously approved by the Board (\$14,605,718), and construction phase contingency (\$6,174,100).

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager/General Contractor.

Attachments:

ATCT/TRACON Rendering
Total Project Budget
Contract Amendment
W/MBE Memo





Rev 3/29/2019

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____
 Board Approved: _____

Project Name: RSW Air Traffic Control Tower (ATCT) & Terminal

Project Description:

New Air Traffic Control Tower (ATCT) and Terminal Radar Approach Control Facility (TRACON) located midfield between existing runway and the future parallel runway.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design & Permitting	\$ 6,283,306	
CM/GC Pre-construction	\$ 239,587	
CM/GC Test Pile Installation	\$ 122,454	
FAA Preliminary Design Reimbursable Agreement	\$ 12,541	
FAA Design Phase Reimbursable Agreement	\$ 781,203	
Environmental Permitting/Mitigation	\$ 494,223	
TOTAL DESIGN/PERMITTING		\$ 7,933,314

Construction:

A&E/Construction Administration	\$ 3,755,440	
CM/GC Construction	\$ 7,738,282	
Subcontractor Construction	\$ 36,956,840	
Procurement Allowance - Miscellaneous Metals	\$ 1,500,000	
Procurement Allowance - Cab Glass	\$ 1,500,000	
Construction Contingency	\$ 6,174,100	
TOTAL CONSTRUCTION		\$ 57,624,662

Commissioning:

FAA Equipment and Commissioning Reimbursable Agreement	\$ 14,605,718	
TOTAL COMMISSIONING		\$ 14,605,718

Total Project Budget * **\$ 80,163,694**

* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.

CA No. 6

Vendor No. 274532

Contract No. 7201

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 14-21 Construction Manager (Acting as General Contractor)
Airport Traffic Control Tower and TRACON
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Air Traffic Control Tower and TRACON

(1) Reasons for Amendment:

- | | |
|--|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other <u>Final Adjustment</u> | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other

Method of Negotiating Time of Work:

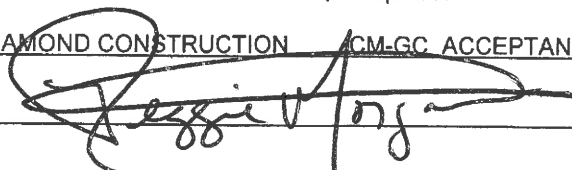
- Consultant/Contractor Records
 Cost plus fixed fee
 Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

DEANGELIS DIAMOND CONSTRUCTION CM-GC ACCEPTANCE

Reggie Morgan



FDOT: _____
FDOT Representative

FAA: _____ N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____ N/A
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 6

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

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(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Concrete	Commercial Concrete 6220 Taylor Road, Suite 101, Naples, FL	\$1,985,684.00	No	
Pre-cast Concrete	Gates Precast 810 Sawdust Trail, Kissimmee, FL	\$9,196,937.00	No	
Structural Steel	Trident Building Systems 2812 Tallevast Road Sarasota, FL	\$3,425,832.00	No	
Metal Trusses	Metalite Truss Systems, 9264 Corral View, Lake Worth, FL	\$ 306,710.00	No	
Carpentry	Tobler Construction, 3071 Dr. Martin Luther King Blvd., Fort Myers, FL	\$ 250,000.00	Yes	\$250,000.00
Millwork	Fineline Millwork, 1683 NE Bishop Street, Arcadia, FL	\$ 99,000.00	No	
Waterproofing	Service Contracting, 12140 Metro Pkwy, Fort Myers, FL	\$ 364,594.00	Yes	\$364,594.00
Insulation	Tailored Foam of FL, 3900 St. Johns Pkwy, Sanford, FL	\$ 46,054.00	No	
Roofing	Crowther Roofing & Sheetmetal, 2543 Rockfill Rd., Fort Myers, FL	\$ 575,000.00	No	
Wall Panels	McClure Construction, P.O. Box 77, Venetia, PA	\$1,065,500.00	No	
Fireproofing	Fire Stop Systems, 4173 Arnold Ave., Naples, FL	\$ 625,660.00	No	
Fire Stopping	Wall Systems, 4395 Corporate Square, Naples, FL	\$ 672,919.00	No	
Doors/Hardware	Hollow Metal Specialist 740 Apex Road, Sarasota, FL	\$ 258,340.00	No	

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 6

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(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Storefront	AGT Construction Services 1216 SW 4 th Street Cape Coral, FL	\$ 140,000.00	Yes	\$140,000.00
Metal Framing	AA Stucco & Drywall 6200 Shirley Street, Naples, FL	\$1,340,000.00	No	
Flooring	OFDC Commercial Interiors, 11866 Metro Pkway, Fort Myers, FL	\$ 380,493.00	No	
Flooring	Creative Terrazzo Systems 2800 w. State Rd. 84, Suite 103, Fort Lauderdale, FL	\$ 64,717.00	No	
Panel Ceiling	Acousti Engineering, 3610 Work Drive, Fort Myers, FL	\$ 229,625.00	No	
Paint/Coating	Service Contracting 12140 Metro Pkway, Fort Myers FL	\$ 327,770.00	Yes	\$327,770.00
Specialists	Southern Door & Hardware 2003 Sw 30 th Terrace, Cape Coral, FL	\$ 38,544.00	No	
Signage	Midwest Reprographics 2169 Trade Center Way, Suite B, Naples, FL	\$ 40,190.00	No	
Appliances	Lowe's, 6415 Naples Blvd. Naples, FL	\$ 9,217.00	No	
Blinds	Window Solutions, 161 Sebastian Blvd. Suite 101, Sebastian, FL	\$ 3,704.00	No	
Shades	Solar Screen Company 5311 105 th St., Corona, NY	\$ 24,548.00	No	
Systems Furniture	Cubic Storage & Office Systems, P.O. Box 398, Ruskin, FL	\$ 190,616.00	No	

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 6

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It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Crane/Buckhoist	Maxim Crane, 840 Licking Pike, Wilder, KY	\$ 837,560.00	No	
Elevators	Thyssen Krupp, 17201 Perimeter Rd., Fort Myers, FL	\$ 337,767.00	No	
Fire Protection	Cox Fire Protection, 7910 Professional Place, Tampa, FL	\$ 345,449.00	Yes	\$345,449.00
Plumbing	B&I Plumbing, 2701 Prince Street, Fort Myers, FL	\$1,077,660.00	No	
Mechanical	Page Mechanical, 4611 Cummons Court, Fort Myers, FL	\$2,391,323.00	No	
Electrical	NCN Electrical, 261 Bluve Jumiper Blvd., Venice, FL	\$4,251,488.00	No	
Sitework	PMI, 1640 Benchmark Ave., Fort Myers, FL	\$4,110,000.00	No	
Termite Soil Treatment	Apex Pest Control, 1180 US Hwy 1, Rockledge, FL	\$ 10,000.00	No	
Concrete Piles	Pre-Cast Piling Technology P.O. Box 16612, Tampa, FL	\$1,730,402.00	No	
Planting Irrigation	Big Tree, Inc., 5175 County Lakes Dr., Fort Myers, FL	\$ 161,898.00	Yes	\$161,898.00
Cleaning	Horizon Development Group, 7588 Morgan Rd., Fort Myers, FL	\$ 18,932.00	Yes	\$ 18,932.00
Sound Panels	Brambier's Windows & Walls 707 Samms Ave., Suites H&I, Port Orange, FI	\$ 22,707.00		

DeAngelis Diamond Construction

Contract Amendment 6

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$75,000 Level Maximum \$1,000,000 FY 2015-16	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Design Preconstruction Services	\$ 209,610.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,610.00	\$ 209,610.00	\$ -	\$ -
2	Test Pile Preconstruction Services	\$ -	\$ -	\$ -	\$ -	\$ 12,254.00	\$ -	\$ -	\$ -	\$ 12,254.00	\$ 12,254.00	\$ -	\$ -
3	Test Piles	\$ 135,454.00	\$ -	\$ (13,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,454.00	\$ 122,454.00	\$ -	\$ -
4	Permit Plan Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,723.00	\$ -	\$ 17,723.00	\$ 17,723.00	\$ -	\$ -
5	CM-GC Services	\$ -	\$ -	\$ -	\$ 44,695,122.00	\$ -	\$ -	\$ -	\$ -	\$ 44,695,122.00	\$ -	\$ 44,695,122.00	\$ -
CONTRACT TOTALS		\$ 345,064.00	\$ -	\$ (13,000.00)	\$ 44,695,122.00	\$ -	\$ 12,254.00	\$ 17,723.00	\$ -	\$ 45,057,163.00	\$ 362,041.00	\$ 44,695,122.00	\$ -

Board-approved Level 4 - \$100,000 11/3/16

Task 5 – RSW Air Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) Facility

I. OBJECTIVE

To provide Construction Management/General Contractor services in accordance with the Board-approved Professional Services Agreement during construction phase activities for the subject project. During such construction phase activities, the Construction Manager/General Contractor (CM/GC) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within LCPA time guidelines.

The Construction Phase Contract Documents for this project includes:

- The Board-approved Basic Agreement between the LCPA and the CM/GC
- The General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below to include:
 - Project Information Sheet
 - CA#2 LCPA General Conditions for Construction
 - ATCT/TRACON/RTR Bid Submittal Dated 12/14/2018
- Addendums and bidders additional information documents issued during the bidding phase
- Drawings and specifications issued by AECOM and POND dated December 14, 2018

II. DESCRIPTION

The CM/GC will provide for the necessary construction management and related survey and layout, and Construction Material Testing (CMT) services; as well as enter into subcontractor agreements as needed for the planned construction of the new Airport Traffic Control Tower (ATCT), Terminal Radar Approach Control (TRACON) Facility and Remote Transmitter Receiver (RTR) Site, at the Southwest Florida International Airport (RSW) – Fort Myers, Florida. Primary construction deliverable will be accepted by LCPA with an oversight from the Federal Aviation Administration (FAA). FAA will provide a resident engineer (RE) to provide oversight of the project construction; however, the RE will not have any directional authority of the CM/GC. AECOM Technical Services will act as the program manager for LCPA and will have a direct relationship inclusive of authority/direction with the CM/GC. A description of the work is as follows:

- Site work, asphalt paving, concrete paving, fencing, underground utilities, landscaping, irrigation, pre-cast piles, concrete, structural pre-cast concrete, structural steel, metal fabrication, roofing, carpentry, insulation, doors and hardware, storefront/cab glass, windows, drywall, flooring, painting, fire suppression, electrical, mechanical and plumbing.

- Construction of a 238' tall structural pre-cast ATCT with approximately 12,323 square feet; construction of a single-story pre-cast TRACON facility with approximately 15,544 square feet, and construction of a pre-cast RTR facility that is primarily designed as unoccupied space.

III. BASIC SERVICES

Coordination:

- (a) The CM/GC shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CM/GC's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.

The CM/GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Program Manager (AECOM), A/E, FAA, CM/GC and other persons or entities employed by the Owner for the Project. The CM/GC will assist the Owner and the A/E as required for the timely successful completion of the project.

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project. CMGC will provide utilities to the point of substantial completion, at which time utilities will be turned over to another entity for financial responsibility.
- (c) The CM/GC shall attend all necessary local meetings, within 60 miles, with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.
- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY when such information is required at the job site for proper execution of the work.

- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record, Program Manager and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall schedule and conduct the preconstruction conference.
- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (c) The CM/GC shall assign a specific Project Manager to the project, which with necessary support from within the CM/GC organization will provide all necessary project management services for the project.
- (d) During actual construction, the CM/GC will have qualified personnel on the job site when any Subcontractor is on-site performing work for the duration of the Contract Base Bid generally described as the period from Notice to Proceed through Substantial Completion. The qualified personnel shall be on-site as necessary through Final Completion.
- (e) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
 - i.) maintain daily reports including log of key site visitors and observations
 - ii.) monitor subcontractor work performance for deficiencies
 - iii.) maintain electronic record copy of all contract documents, change orders and other documentation on-site
- (f) Provide inspection of all work, materials, and tests, including substantial/final completion and occupancy inspections.
- (g) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (h) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.

- (i) Report potential budget and schedule variances to AECOM and PORT AUTHORITY, and take all necessary and appropriate steps to implement a speedy recovery plan.
- (j) When requested, coordinate delivery of Owner-supplied materials or equipment.
- (k) In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, AECOM and PORT AUTHORITY.
- (l) Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E, AECOM and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to Owner, AECOM and A/E.
- (m) The CM/GC will notify the PORT AUTHORITY and AECOM of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM/GC shall consider and evaluate SUBCONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the A/E, AECOM and PORT AUTHORITY for comments and/or approval.
- (n) The CM/GC shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CM/GC shall monitor the timely response by the subcontractor and take such necessary actions; such as, preparation of construction Field Directives and assignment of costs as outlined in the Contract specifications.
- (o) The CM/GC shall, with consent of AECOM and PORT AUTHORITY, issue Field Directives to the Subcontractor, which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due the Subcontractor.
- (p) In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for

proposed Change Orders; advise the AECOM and PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Change Order dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Change Orders.

- (q) The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Change Orders (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and Owner.
- (r) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (s) The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- (t) The CM/GC shall review and certify monthly and/or bi-monthly W/MBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- (u) Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures, in accordance with procedures set forth in the construction contract consistent with PORT AUTHORITY procedures.
- (v) The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically, work in place deemed acceptable; however, not 100% in quality will be subject to this procedure.

Safety:

- (a) The CM/GC will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G, "Operational Safety on Airports During Construction Activity," and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall

meet local and state safety requirements. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify AECOM and implement remediation to cure the unsafe condition.

- (b) The CM/GC shall stop or suspend the construction anytime that the CM/GC considers that a hazardous condition has been or is created.
- (c) The CM/GC shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM/GC shall discuss phasing with AECOM and PORT AUTHORITY representatives and make recommendations to AECOM and the PORT AUTHORITY on any changes to project phasing.

Substantial Completion:

When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise AECOM, A/E and PORT AUTHORITY, in writing, the work in question is ready to be inspected by AECOM, the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.

The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch List) to necessary subcontractors for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise AECOM and PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Close Out and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY and AECOM.
- (b) Perform post-construction administrative project close out procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY and FAA, including the delivery of warranties and guarantees.
- (e) Provide final certification that ALL record drawings, warranties and project-related files have been reviewed by the CM/GC and provided to the Port Authority as required and provided for in the contract and project specifications.

IV. PROJECT FEE SUMMARY

The CM/GC's Project Fee is guaranteed by the CM/GC not to exceed \$44,695,122.00 of the awarded/selected sealed bids received subject to additions and deductions by Contract Amendment. Costs which would cause this total cost to be exceeded by no fault of the PORT AUTHORITY shall be paid by the Contractor without reimbursement by the Owner.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee shall be comprised of the following five (5) components:

- Selected Subcontractor Costs: The amounts proposed by the selected successful bidders, received from public bid opening, and as selected in consultation with the PORT AUTHORITY, AECOM and A/E.
- CM/GC General Conditions Fee (Non-Personnel Costs): The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. This includes costs related to field-based items (insurance, permits, bonds, trailers, equipment, builders risk property insurance, etc.)
- CM/GC General Conditions (Personnel Costs): The cost related to providing on-site construction superintendents to manage low-bid subcontracted work.
- CM/GC Management Consultant (Professional Personnel Costs): The cost of professional services including construction management activities and other

contract administration tasks performed by the CM/GC. This includes oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, and coordination with the Port Authority.

- CM/GC Management Testing (Survey Work & Materials Testing): The cost related to all survey and construction materials testing needed to confirm acceptance of subtrade work.

Included within the Project cost is the cost of all travel within 60 miles of RSW, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Not included within this Project Fee are project-related contingency amounts. Such contingency amounts to address unforeseen circumstances such as: document inconsistency issues; unforeseen site or weather conditions; PORT AUTHORITY/FAA mandated alteration of work and quantities; or other unforeseeable causes/changed conditions beyond the control of the CM/GC as defined in the Extension of Time section within the contract documents; etc., shall be made part of the Owner's controlled contingency amount found within the established PORT AUTHORITY total project budget. This contingency shall reside outside the established Project Fee described herein.

Billing of the Project Fee is to be based on a monthly percentage of work complete proportional with the CM/GC professional services scope of work, and its respective total lump sum task order, labor and general requirements billed monthly per the schedule duration; and on a monthly percentage of subcontractor work complete proportional with the schedule of values. Project invoices shall be based on percent complete and be divided in to categories as requested by the LCPA, including Low Bid Construction Work arranged by division, Construction Management Services, General Contractor/General Conditions Costs, and Contract Amendment Work.

The fee for construction activities is a lump sum amount distributed as follows:

Subcontractor Total	\$ 36,956,840.00
CM-GC General Conditions:	
Non-personnel Costs	\$ 2,065,398.00
Superintendent Personnel Costs	\$ 2,990,940.00
Construction Management Fee:	
Professional Personnel Costs	\$ 2,125,244.00
Survey Work, Materials Testing, BIM, Scheduling	\$ <u>556,700.00</u>

Task Total Lump Sum **\$ 44,695,122.00**

MEMO TO: Karen Bryant
Contracts Administration

FROM: Julio A. Rodriguez
DBE Manager

DATE: March 29, 2019

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises
(W/MBE) for the RSW – ATCT & TRACON Facility Project



I have completed a review and approved the anticipated W/MBE commitments, and good faith efforts submitted by DeAngelis Diamond Construction, Inc. regarding the above project. The commitments and the respective percentages of participation by W/MBEs and the good faith efforts submitted by all the successful low bidders conforms to the bid conditions as required by the Lee County Port Authority.

The estimated overall goal for this project is 7%. Based on the information received, the anticipated W/MBE participation goal is now 12% or \$4,301,351.00 of the total subcontractors construction cost.

The following W/MBE subcontractors are approved to provide the service(s) listed under the respective trade packages.

- Bateman Contracting, LLP -- Earthwork
- Ogden Brothers Construction, Inc. – Steel Erection
- Tobler Construction, Inc. – General Carpentry
- Service Contracting Solutions – Waterproofing
- Absolute Specialties Co. – Roofing materials
- Florida Spray Systems Corporation – Fireproofing
- AGT Builders – Storefront (TRACON)
- Forte-Young, Inc. – Drywall labor
- Horizon Development Group, LLC – Flooring labor
- P.J. Jackson Enterprises, Inc. – Acoustical Ceiling and linear metal ceilings
- Florida Service Painting – Painting
- Horizon Development Group – Division 10 & Janitorial
- Miami Signage, LLC – Interior signage
- Cox Fire Protection – Fire protection
- Cherokee Enterprises, Inc. – Fuel tank & piping
- Future Controls, Inc. – DDC systems
- Powerlogics, Inc. – Electrical (supply house)
- Gulfshore Trucking – Hauling
- CSA Environmental Services, LLC – Clearing
- Liberty Hauling – Trucking
- E.F. Gaines Survey Services, Inc. – Survey (as-builts)
- Big Tree – Planting & Irrigation

cc: Brian Saunders/DeAngelis Diamond
Hector Yanez/LCPA

JAR

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with AECOM Technical Services, Inc. in the amount of \$3,755,440 to provide Project Management/Construction Administration services associated with the construction of a new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.70
3. **TERM:** January 31, 2023
4. **WHAT ACTION ACCOMPLISHES:** Provides for the project oversight, FAA coordination, and construction phase engineering services for the construction of a new ATCT/TARCON facility.

5. **CATEGORY:** 11.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The current Southwest Florida International Airport (RSW) Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facility was built during the original airport's construction in 1983. The current ATCT/TRACON facility does not meet current fire codes or hurricane codes and needs more space to adequately serve the airspace needs of RSW and southwest Florida. RSW currently has a single 12,000 foot runway with the ATCT/TRACON located on its north side across the airfield from the 28 gate midfield passenger terminal. The current Airport Layout Plan approved by the Board of Port Commissioners and the FAA identifies the future need for a second parallel runway at RSW to the south of the terminal complex. The planned Parallel Runway 6R-24L will have obstructed lines-of-sight from the existing tower and, therefore, a new tower at a more central midfield site located between the two runways is needed to support the existing and future air traffic operations.

Most tower projects at airports across the US are constructed (in whole or in part) by the Federal Aviation Administration (FAA). Nationally, airport needs for new and updated towers and TRACONs greatly exceed the available federal dollars. As such, there is a long waiting list for new towers. Over the last eight years, LCPA staff has been working with the RSW airlines, the FAA, and the Florida Department of Transportation (FDOT) and, as a result, has secured/programmed over

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

\$50 million of state grant funds and Passenger Facility Charge revenues to be used towards a new RSW ATCT/TRACON facility, and additional state and other funding is expected to be secured in the near future to decrease the LCPA's financial commitment to the project. The new RSW ATCT/TRACON will be the first airport tower project in the US to ever be designed and constructed with no federal dollars. As such, it is a very unique and complicated project.

The LCPA staff and its design team have worked over the last eight years to perform and prepare site selection studies, environmental analyses, detailed design, wind tunnel and seismic evaluations, constructability reviews, agreements with the FAA totaling over \$20 million for the equipment installation and commissioning of the new tower, and have competitively bid the project for construction. If this project does not move forward at this time, millions in state grant funding will have to be paid back, millions in funds already paid to the FAA will be lost, the site selection approvals and environmental permits will expire, and the cost and time to accomplish the future parallel runway, and the associated cost to our business partner airlines, will drastically increase.

As the Board selected Project Manager and designer, AECOM has completed management of all design phase activities and assisted in the competitive bidding of the project for construction. As a result, staff has negotiated a contract for AECOM to provide Project Management and Construction Administration services during the construction phase of the contract. These services include:

- Acting as an extension of staff, AECOM will provide general oversight of all aspects of the construction phase
- Project schedules and budgets
- Coordination with the FAA and FDOT on all matters
- Insure compliance with all LCPA/FAA agreements
- Review of shop drawings
- Review and processing of construction pay applications
- Field design changes and engineering review
- Field engineering inspections
- W/MBE tracking and reporting
- Project inspections
- Dispute resolution

As a result of negotiations, a Contract Amendment is requested in the amount of \$3,755,440, \$1,921,263 of which will be paid to subconsultants, \$359,885 will be paid to local firms, and \$339,885 will be paid to W/MBE firms. As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager/General Contractor.

Attachments:

ATCT/TRACON Rendering
Contract Amendment



**LEE COUNTY PORT AUTHORITY
Air Traffic Control Tower (ATCT)
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice to Proceed with the work.* All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW ATCT/TRACON Construction Administration/Project Management Services

(1) **Reasons for Amendment:**

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

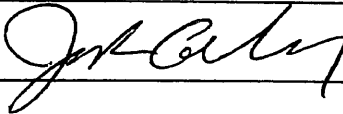
Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

AECOM Technical Services, Inc., ACCEPTANCE

Joe Glowacki 

FDOT: _____ FAA: N/A
FDOT Representative FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

- By: N/A
Executive Director or Designee
- Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 137

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
CA Services	Pond & Company 3500 Parkway Lane, Suite 600, Peachtree Corners, GA	\$1,561,378.00	No	
Threshold Inspections	TKW Consulting Engineers 5621 Banner Drive Fort Myers, FL	\$ 239,885.00	W/MBE	\$239,885.00
Survey	AIM Engineering & Surveying, 5300 Lee Boulevard, Lehigh Acres, FL	\$ 20,000.00	No	
Admin Support	Kinard-Stone 12801 Commerce Lakes Drive, Unit 1, Fort Myers, FL	\$ 100,000.00	W/MBE	\$100,000.00

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget	Other Contract Adjustments	This Contract Adjustment	TA Issued		TA Issued		TA Issued		TA Issued		Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
						\$75,000 Level Maximum \$1,000,000 \$1,800,000 \$1,800,000	\$75,000 Level Maximum \$1,000,000 \$1,800,000	\$75,000 Level Maximum \$1,000,000 \$1,800,000	\$75,000 Level Maximum \$1,000,000 \$1,800,000	\$100,000 Maximum \$1,000,000 \$1,800,000	\$100,000 Maximum \$1,000,000 \$1,800,000	\$100,000 Maximum \$1,000,000 \$1,800,000	\$100,000 Maximum \$1,000,000 \$1,800,000				
1.1	Program Management	\$ 2,030,591.00	\$ -	\$ (181,606.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,848,985.00	\$ -	\$ -	\$ -
1.1.1	Limited Site Prep. Design	\$ -	\$ -	\$ 99,910.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,910.00	\$ -	\$ -	\$ -
1.1.3	Limited Site Preparation CA/CM	\$ 136,000.00	\$ 2,672.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,672.00	\$ -	\$ -	\$ -
1.1.4	Limited Site Preparation Software	\$ -	\$ 34,446.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,446.00	\$ -	\$ -	\$ -
1.1.5	Limited Site Preparation Photos	\$ -	\$ 683.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683.00	\$ -	\$ -	\$ -
1.2	Permits and Demand Capacity Analysis	\$ 194,018.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,326.57	\$ 17,691.43	\$ -	\$ -
1.3	Document Management	\$ 250,000.00	\$ -	\$ 42,887.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295,396.00	\$ -	\$ -	\$ -
1.4	Virtual Concept	\$ 50,000.00	\$ -	\$ (50,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5	Financial Planning	\$ 17,850.00	\$ -	\$ (13,313.62)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,536.38	\$ -	\$ -	\$ -
1.6	FAA Coordination	\$ 26,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,250.00	\$ -	\$ -	\$ -
1.7	Airport Layout Plan Update	\$ -	\$ -	\$ 39,896.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,748.50	\$ -	\$ -	\$ -
2.1	Cost Estimating and Scheduling	\$ 103,425.00	\$ -	\$ (52,017.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,408.00	\$ -	\$ -	\$ -
2.2	Benefit Cost Analysis	\$ 273,000.00	\$ -	\$ 32,778.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 327,778.00	\$ -	\$ -	\$ -
3.1	Testing Geotechnical Investigation	\$ 115,747.00	\$ -	\$ (60,212.99)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,534.01	\$ -	\$ -	\$ -
4.1	Surveying	\$ 79,800.00	\$ -	\$ (3,050.80)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,749.20	\$ -	\$ -	\$ -
5.1	Environmental Permitting	\$ 186,900.00	\$ -	\$ 69,644.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,544.84	\$ -	\$ -	\$ -
5.2	SFMMID & USACOE Coordination	\$ 52,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,062.24	\$ -	\$ -	\$ -
5.3	Noise and Planning Analysis	\$ 103,420.00	\$ -	\$ (12,006.34)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,196.09	\$ -	\$ -	\$ -
5.4	Global Permitting/Mitigation Coord	\$ -	\$ -	\$ 30,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,776.00	\$ -	\$ -	\$ -
5.5	Environmental Meetings	\$ -	\$ -	\$ (131,250.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,519.38	\$ -	\$ -
6.1	Airfield Concept Refinement	\$ 1,155,297.00	\$ -	\$ (119,840.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,024,047.00	\$ 131,250.00	\$ -	\$ -
6.2	Airfield Lighting/Electrical Vault Requirements	\$ 57,099.00	\$ -	\$ (57,099.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.3	Drainage, Roads and Utilities	\$ 105,000.00	\$ -	\$ (83,765.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,235.00	\$ -	\$ -	\$ -
6.4	MTC Apron Expansion	\$ 1,412,054.00	\$ -	\$ 129,728.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,541,782.00	\$ -	\$ -	\$ -
6.4.1	Project Management	\$ 2,690,000.00	\$ -	\$ (104,235.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,585,765.00	\$ -	\$ -	\$ -
6.4.2	Design Development	\$ 50,000.00	\$ -	\$ (43,959.92)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,040.08	\$ -	\$ -	\$ -
6.4.3	Management & Controls	\$ 52,500.00	\$ -	\$ (31,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00	\$ -	\$ -	\$ -
6.4.4	FAA Coordination	\$ 26,250.00	\$ -	\$ (2,100.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,150.00	\$ -	\$ -	\$ -
6.4.5	Cost Estimating	\$ 26,250.00	\$ -	\$ (26,250.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.4.6	Benefit Cost Analysis	\$ 26,250.00	\$ -	\$ 6,964.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,214.50	\$ -	\$ -	\$ -
6.4.7	Geotechnical Investigations	\$ 26,250.00	\$ -	\$ 23,131.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,350.00	\$ -	\$ -	\$ -
6.4.8	Surveying	\$ 52,500.00	\$ -	\$ 9,465.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,009.23	\$ -	\$ -	\$ -
6.4.9	Environmental Permitting	\$ 21,000.00	\$ -	\$ (21,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.4.9.1	Global Permit/Mitigation Coord	\$ 78,750.00	\$ -	\$ (53,401.02)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,348.98	\$ -	\$ -	\$ -
6.4.10	ATCT/Apron Line of Sight	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.5	MTC Apron Expansion PM/CA/CM	\$ 782,906.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 782,906.00	\$ -	\$ -	\$ -
6.5.1	Project Management	\$ 2,848,493.00	\$ 442,465.00	\$ (110,750.01)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,180,227.99	\$ -	\$ -	\$ -
6.5.2	CA/CM Services	\$ 13,030,100.00	\$ 480,286.00	\$ (389,464.75)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,236,489.86	\$ -	\$ -	\$ -
	Subtotal	\$ 13,030,100.00	\$ 480,286.00	\$ (389,464.75)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,236,489.86	\$ -	\$ -	\$ -

#	Task	Board Approved Amount	Total Project Budget	Other Contract Adjustments	This Contract Adjustment	TA Issued		TA Issued		TA Issued		TA Issued		Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
						\$75,000 Level Maximum	\$1,000,000 Maximum	\$75,000 Level Maximum	\$1,000,000 Maximum	\$75,000 Level Maximum	\$1,000,000 Maximum	\$75,000 Level Maximum	\$1,000,000 Maximum				
6.5.3	Artificial Storage-Marking Plan (ARFF)	\$ -	\$ 49,744.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,744.00	\$ -	\$ -	\$ -
7.1	Aircraft Rescue & Fire Fighting Facility (ARFF)	\$ 294,798.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,798.00	\$ -	\$ -	\$ -
7.2	Aircraft Rescue & Firefighting Facility (ARFF) - Design Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.2.1	ARFF Program Management	\$ 260,000.00	\$ -	\$ 5,277.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265,277.00	\$ -	\$ -	\$ -
7.2.2	ARFF Design Services	\$ 1,350,000.00	\$ -	\$ (34,315.00)	\$ 7,014.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,322,699.00	\$ -	\$ -	\$ -
7.2.3	ARFF Permitting	\$ 315,000.00	\$ -	\$ (94,837.36)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,162.64	\$ -	\$ -	\$ -
7.2.4	ARFF Survey & Geotechnical	\$ 50,000.00	\$ -	\$ (14,507.90)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,492.10	\$ -	\$ -	\$ -
7.2.5	ARFF Utility Corridor	\$ 100,000.00	\$ -	\$ (12,357.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,643.00	\$ -	\$ -	\$ -
7.2.6	ARFF Bidding	\$ 30,000.00	\$ -	\$ (2,188.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,812.00	\$ -	\$ -	\$ -
7.2.7	ARFF Additional Coordination	\$ 236,000.00	\$ -	\$ (236,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.2.8	ARFF Fiber Network System	\$ -	\$ -	\$ 156,018.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,018.00	\$ -	\$ -	\$ -
7.2.9	Cost Estimating	\$ -	\$ -	\$ 22,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,050.00	\$ -	\$ -	\$ -
7.2.10	Solar Compatibility Study	\$ -	\$ -	\$ 6,090.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,090.00	\$ -	\$ -	\$ -
7.3	Aircraft Rescue & Firefighting Facility (ARFF) CA/M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.3.1	Project Management	\$ 370,878.00	\$ 44,085.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 414,963.00	\$ -	\$ -	\$ -
7.3.2	CA/M Services	\$ 1,779,092.00	\$ 224,775.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,003,867.97	\$ -	\$ -	\$ -
8.1	Air Traffic Control Tower (ATCT)	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
8.2	Line of Sight/Shadow Study Analysis	\$ 63,229.00	\$ -	\$ 6,090.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,319.00	\$ -	\$ -	\$ -
8.3	Existing ATCT Facility Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.1	Stormwater Drainage	\$ 598,210.00	\$ -	\$ -	\$ 37,770.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 635,980.00	\$ -	\$ -	\$ -
9.2	Water Level Drainage Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.1	Program Management R/W/TW/ATCT, FPL Relocation	\$ 1,035,189.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,807.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,157,996.00	\$ -	\$ -	\$ -
10.2	JALP/DAPP Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,953.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,953.00	\$ -	\$ -	\$ -
10.3	Refine Mitigation Options/Costs	\$ -	\$ -	\$ 2,894.00	\$ -	\$ -	\$ -	\$ 40,572.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,466.00	\$ -	\$ -	\$ -
10.4	Taxway F Ditch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,775.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,775.00	\$ -	\$ -	\$ -
10.5	EA FPL Transmission Line Relocation	\$ -	\$ -	\$ 18,994.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,994.00	\$ -	\$ -	\$ -
11.1	Calculating Infrastructure Standards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,485.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,485.00	\$ -	\$ -	\$ -
12.1	Perimeter Security Fiber Backbone	\$ -	\$ -	\$ (19,610.40)	\$ -	\$ -	\$ -	\$ 49,598.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,987.60	\$ -	\$ -	\$ -
13.1	Heat Road Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
14.1	Parallel Runway & FPL Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.1.1	Project Management	\$ 3,340,396.00	\$ -	\$ 390,207.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,730,603.00	\$ -	\$ -	\$ -
14.1.1.1	Additional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.1.2	FAA Coordination	\$ 20,900.00	\$ -	\$ (20,900.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.1.3	Update Aviation Forecasts	\$ 7,838.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,837.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,675.00	\$ -	\$ -	\$ -
14.1.4	Runway Capacity Delay Modeling	\$ 7,838.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,718.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,556.00	\$ -	\$ -	\$ -
14.1.5	IT Room Hosting	\$ -	\$ -	\$ 11,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,560.00	\$ -	\$ -	\$ -
14.2	Site Prep Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.2.1	Runway Site Prep Design	\$ 2,336,716.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,336,716.00	\$ -	\$ -	\$ -
14.2.2	FPL Relocation Site Prep Design	\$ 28,425.00	\$ -	\$ (22,890.69)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,534.32	\$ -	\$ -	\$ -
14.2.3	Geotechnical Investigations	\$ 176,605.00	\$ -	\$ (54,787.24)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,817.76	\$ -	\$ -	\$ -
14.2.4	Topographic Surveying	\$ 284,256.00	\$ -	\$ 28,288.00	\$ -	\$ -	\$ -	\$ 74,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 387,524.00	\$ -	\$ -	\$ -
14.2.5	Runway AOA Boundary Fence Design	\$ 80,465.00	\$ -	\$ (80,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.3.1	FPL Transmission Line Relocation	\$ 250,000.00	\$ -	\$ (250,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 13,035,833.00	\$ 315,604.97	\$ (172,454.58)	\$ 7,014.00	\$ 189,581.00	\$ 164,379.00	\$ 92,635.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,635,494.39	\$ -	\$ -	\$ -

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued FY 2009-10 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2010-11 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2011-12 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2012-13 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2013-14 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2014-15 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2015-16 \$75,000 Level Maximum \$1,000,000	TA Issued FY 2016-17 \$100,000 Maximum \$1,000,000	TA Issued FY 2017-18 \$100,000 Maximum \$1,000,000	TA Issued FY 2018-19 \$100,000 Maximum \$1,000,000	Current Contract Value	TA's Issued	Pending TA's	Remaining Contract Balance
14.4	Site Prep Permitting/Mitigation	\$ 598,432.00	\$ -	\$ (23,595.01)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 614,430.99	\$ 614,430.99	\$ -	\$ -
14.4.1	Runway Environmental Permitting	\$ 374,965.00	\$ -	\$ (141,514.12)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 232,850.88	\$ 232,850.88	\$ -	\$ -
14.4.2	FPL Relocation Permitting	\$ 133,133.00	\$ -	\$ (133,133.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.4.3	Mitigation Design Site H	\$ 510,791.00	\$ -	\$ (186,622.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324,168.05	\$ 324,168.05	\$ -	\$ -
14.4.4	Mitigation Design Runway/FPL Reloc	\$ 1,095,068.00	\$ -	\$ 1,476,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,615,574.00	\$ 2,615,574.00	\$ -	\$ -
15.1	Project Design/CM ATCT	\$ 20,900.00	\$ -	\$ (7,838.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.1.1	FAA Coordination	\$ 7,838.00	\$ -	\$ (7,838.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.1.2	Update Aviation Forecasts	\$ 7,838.00	\$ -	\$ (7,838.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.1.3	Runway Capacity Delay Modeling	\$ 15,875.00	\$ -	\$ (15,875.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.1.4	ATCT Facility Support	\$ 486,191.00	\$ -	\$ (486,191.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,191.00	\$ 486,191.00	\$ -	\$ -
15.1.5	Additional Project Management	\$ 130,625.00	\$ -	\$ (87,061.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,564.00	\$ 43,564.00	\$ -	\$ -
15.1.7	FAA/Agency Required Services	\$ 94,520.00	\$ -	\$ (58,854.14)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,665.86	\$ 35,665.86	\$ -	\$ -
15.2	Site Prep Design	\$ 10,450.00	\$ -	\$ 65,908.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,358.14	\$ 76,358.14	\$ -	\$ -
15.2.1	ATCT Site Prep	\$ 10,450.00	\$ -	\$ 65,908.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,358.14	\$ 76,358.14	\$ -	\$ -
15.2.2	Geotechnical Investigations	\$ 10,450.00	\$ -	\$ 65,908.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,358.14	\$ 76,358.14	\$ -	\$ -
15.2.3	Topographic Surveying	\$ 96,824.00	\$ -	\$ 58,830.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,654.00	\$ 155,654.00	\$ -	\$ -
15.3	Site Prep Permitting/Mitigation	\$ 76,056.00	\$ -	\$ (16,110.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,834.00	\$ 122,834.00	\$ -	\$ -
15.3.1	Environmental Permitting	\$ 76,056.00	\$ -	\$ (16,110.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,834.00	\$ 122,834.00	\$ -	\$ -
15.3.2	Mitigation Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.4.1	ATCT Concept Rendering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,053.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,053.67	\$ 34,053.67	\$ -	\$ -
15.5	ATCT Design Services	\$ 2,292,037.00	\$ -	\$ 80,351.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,461,064.39	\$ 2,461,064.39	\$ -	\$ -
15.5.1	ATCT Architectural Design	\$ 15,675.00	\$ -	\$ 38,864.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,539.00	\$ 54,539.00	\$ -	\$ -
15.5.2	Geotechnical Investigations	\$ 20,900.00	\$ -	\$ (20,900.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.5.3	Topographic Surveying	\$ 5,225.00	\$ -	\$ (5,225.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.5.4	FAA Equipment Support	\$ 25,000.00	\$ -	\$ (21,590.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,410.00	\$ 3,410.00	\$ -	\$ -
15.5.5	ATCT Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,125.00	\$ 26,125.00	\$ -	\$ -
15.5.6	FAA MOARD Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,125.00	\$ 26,125.00	\$ -	\$ -
15.5.7	Vibration Monitoring Existing ATCT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.5.8	RTR Site Design/PM Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,576.00	\$ 88,576.00	\$ -	\$ -
15.5.9	Pre/Post-Bidding Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,296.00	\$ 52,296.00	\$ -	\$ -
15.5.10	RTR Site Modification DO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,969.00	\$ 96,969.00	\$ -	\$ -
15.5.11	RTR Site Wildlife Survey / PM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,339.00	\$ 28,339.00	\$ -	\$ -
15.5.12	AVE Team Bidding Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,067.00	\$ 92,067.00	\$ -	\$ -
15.6	ATCT/TRACON CA / PM Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,755,440.00	\$ 3,755,440.00	\$ -	\$ -
15.6.1	Const Admin/Project Mgmt Services	\$ -	\$ -	\$ (788.73)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,124.25	\$ 27,124.25	\$ -	\$ -
16.1	Master Dewatering Permit	\$ -	\$ -	\$ 31,851.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,851.00	\$ 31,851.00	\$ -	\$ -
17.1	Parallel Runway White Paper	\$ 6,028,993.00	\$ -	\$ 1,025,068.58	\$ 3,755,440.00	\$ -	\$ -	\$ 70,438.22	\$ 26,125.00	\$ 31,122.43	\$ 5,904.00	\$ 106,384.00	\$ 501,593.00	\$ 801,593.00	\$ 3,755,440.00	\$ 11,551,069.23	\$ 7,795,629.23	\$ 3,755,440.00	\$ -
	Subtotal	\$ 32,094,928.00	\$ 798,890.97	\$ 483,160.25	\$ 3,755,440.00	\$ 152,060.00	\$ 210,477.60	\$ 207,415.00	\$ 88,000.46	\$ 26,125.00	\$ 22,655.00	\$ 5,904.00	\$ 106,384.00	\$ 501,593.00	\$ 801,593.00	\$ 38,423,023.18	\$ 34,667,653.18	\$ 3,755,440.00	\$ -

CONTRACT TOTALS
 *Board-approved Level 4 - \$75,000 10/16/18
 **Board-approved Level 4 - \$100,000 10/16/18
 Page 5 of 5

Task 15 – RSW Air Traffic Control Tower (ATCT) and Terminal Radar Control Approach Control Tower (TRACON) Facility - Construction Administration and Project Management Services

I. OBJECTIVE

AECOM has been tasked by the Lee County Port Authority (LCPA) with providing PROJECT DESIGN AND CONSTRUCTION MANAGER (PM) services for the Air Traffic Control Tower (ATCT) Project.

As part of the progression of the ATCT project, AECOM has been requested to provide Project Management and Construction Administration Services for the ATCT/TRACON infrastructure construction.

II. DESCRIPTION

AECOM, Pond and design subconsultants need to provide project management and construction administration services to support the construction of the ATCT/TRACON/RTR facility.

PM and support, during the FAA commissioning phase, after construction receives Certificate of Occupancy (expected to be 24 months after NTP) is not included in this scope and fee.

III. BASIC SERVICES

AECOM will provide the following services:

- Attend preconstruction conference and coordinate preconstruction activities with CM/GC and Port Authority.
- Coordination between entities FAA, CM/GC, A/E, FDOT, LCPA and airlines.
- Monitor requirements and responsibilities identified in Reimbursable Agreement and contracts.
- Provide site presence support to LCPA, A/E and CM/GC.
- Monitor overall project schedule and budget.
- Provide conflict/mediation/resolution solutions.
- Monitor compliance of permit requirements.
- Attend construction and agency meetings.
- Oversee/manage quality assurance activities.
- Review of the CM/GC's monthly and final applications for payment for general conformance with the contract documents and general concurrence of construction progress.
- Review any change orders and field directives as to its technical merit, upon request of the Port Authority.
- Perform CM/GC project closeout activities
 - Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by CM/GC in accordance with the Contract Documents and respond to CM/GC and Port Authority with written comments.

- Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification provided by the CM/GC, that the project is constructed in conformance with the plans and specifications.
- Close out of all permits are required
- Review as-built plans and survey data provided by CM/GC, incorporate information into record drawings and provide CAD digital files of Record drawings to the Port Authority.

Pond and subconsultants will provide complete construction administration support as summarized here:

- Home office administration support
- Home office construction phase A/E support
- Preconstruction activities
- Participate in project meetings
- Site observation visits on a regular basis
- Respond to RFI's; review and approve submittals; requests for substitution; and value engineering suggestions
- Review test reports
- Provide technical assistance and expertise to the CM/GC and Port Authority during construction
- Participate in substantial completion, punch list and final completion meetings
- Project closeout

Professional services to be provided also include:

- Threshold inspections
- Welding inspections
- Building commissioning services
- Office administration support
- Soils/concrete testing verifications, as needed
- Survey verifications, as needed

IV. SCHEDULE

PM and construction administration is planned for a 24-month period after Notice to Proceed (NTP). Closeout is expected to be 30 days.

V. SPECIAL CONDITIONS

A. Additional Services

The Consultant shall not perform any additional services without prior written consent of the LCPA. Any request for additional fees shall be submitted in writing to the LCPA Project Manager prior to any work performed. Any variance from the contracted scope will be considered additional services.

VI. FEE

The fee for this task is a lump sum amount. The fee also includes, but is not limited to, reimbursement for trips, long distance telephone, postage, delivery, computer plots and printing. The fee includes all travel and project related expenses. Further, the fee includes all meetings necessary to effectively coordinate the project with governmental and permitting agencies.

TASK TOTAL LUMP SUM	\$ 3,755,440.00
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,120,254 from the Florida Department of Transportation for the Air Traffic Control Tower at Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides an additional \$2,120,254 of funding for the RSW Airport Traffic Control Tower.</p> | <p>5. CATEGORY: 12.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
|--|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

The Florida Department of Transportation (FDOT) participates in funding capital improvement projects at Southwest Florida International Airport through the issuance of Joint Participation Agreements (JPA). In 2018, FDOT District One established a new process under which the JPA will transition to the Public Transportation Grant Agreement (PTGA) which contains the project description, funding and grant assurances for the project.

Port Authority staff has worked closely with FDOT District One staff to develop the PTGA, Project Financial No. 42652-1-94-04, which will provide additional funding for the Air Traffic Control Tower project. This PTGA includes new state funding in the amount of \$2,120,254 in FY2018/2019 to be used towards eligible costs for the ATCT project.

To date, the FDOT's total contribution to the design and construction of the ATCT project is \$16,878,846.

Attachments:
Resolution
Public Transportation Grant Agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

RESOLUTION
FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Public Transportation Grant Agreement (PTGA), Financial Project No. 420652-1-94-04 with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That PTGA, Financial Project No. 420652-1-94-04 is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the PTGA, Financial Project No. 420652-1-94-04 with the Florida Department of Transportation.

The foregoing Resolution was offered by Commissioner _____ who motioned for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

John E. Manning
Vacant
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2019.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 420652-1-94-04	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55012020129 Vendor Number: VF590717520004
Contract Number: G1035	Federal Award Date:	N/A	
CFDA Number: N/A	Agency DUNS Number:	781566419	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Air Traffic Control Tower and Terminal Radar Approach Control, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding (Aviation or Transit)**
- Other**

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

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

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

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
 - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

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- a. The estimated total cost of the Project is \$4,240,508. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,120,254 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

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

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- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

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

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Lee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: John M. Kubler, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

JAV
4/3/19

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Air Traffic Control Tower and Terminal Radar Approach Control

B. Project Location (limits, city, county, map): Southwest Florida International Airport/Fort Myers, FL/Lee

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) Facility: As required by 215.971, F.S., this scope of work for a new ATCT & TRACON facility, which includes the demolition of the old ATCT facility upon commissioning of the new facility, includes but is not limited to consultant and design fees, survey, aerial photography and geotechnical costs, permitting, environmental mitigation, vibration testing and analysis, inspections, construction administration, material and building commissioning and testing costs, and associated professional PM/CM/GC services for both the construction of the new ATCT and the demolition of the old ATCT. Construction elements and subtrades associated with this project include mobilization and demobilization, site preparation, erosion control, tree clearing, site grading, underground utilities, pavement (access roadways, parking lots, and sidewalks, taxiways and runway trenching), storm drainage, primary power supply, back-up power supply, building (foundations, building structure, precast concrete tower structure, roof systems, MEP, drainage, specialty systems, furnishings, and fire prevention and protection), NAVAIDS communication pathways and related equipment, remote receiver and RTR equipment and support facility, pavement markings, lighting and signage, fencing and gates, landscaping/irrigation (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to purchase, install, and commission the complete ATCT/TRACON project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Air Traffic Control Tower and Terminal Radar Approach Control

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

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

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
420652-1-94-04	DDR	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254
420652-1-94-04	LF	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254
420652-1-94-04	LF	088719	2020	751000	55.004	Aviation Grant Program	\$31,604,170
Total Financial Assistance							\$35,844,678

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$2,120,254	\$2,120,254	\$0	\$4,240,508	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$2,120,254	\$2,120,254	\$0	\$4,240,508			

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

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

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

Kristi A. Smith

Department Grant Manager Name

Kristi A. Smith

Signature

April 1, 2019

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kristi A. Smith (email: kristi.smith@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

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

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

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

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

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

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$2,120,254

*The award amount may change with amendments

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

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

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

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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$1,976,545.39 to perform design manager services associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 441981-1-94-01; Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport, Account No. 20859541234.506510.20.
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides a Design Manager for the RSW Terminal Expansion project.

5. **CATEGORY:** 13.
Consent Agenda

6. **ASMC MEETING DATE:** 4/16/2019

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As the design of the Terminal Expansion advances, more areas within the terminal and concourse areas are being impacted. To properly address these new areas, additional design services are required from Atkins North America, Inc. The services include the design of:

- New Gate B1A – This will provide an additional aircraft parking gate, which is needed to help with our aircraft parking demands, without any expansion to the terminal building footprint. The design will include the Passenger Boarding Bridge foundations, hold room, exterior building modifications, additional aircraft parking ramp, security gate relocation and road reconfiguration, etc.
- Federal Inspection Station (FIS) redesign – The US Customs and Border Protection (CBP) office has requested that the LCPA update the RSW facility to meet current federal standards. As a result of meetings with CBP, current federal requirements call for less FIS space. This is a benefit to the terminal expansion design since any additional space not needed by CBP can be used for other airport operational needs. Therefore, the FIS will be upgraded (to include a new international bag belt and passenger processing) while using less space.
- New remote loading dock – The existing loading dock (under Concourse D) is undersized. All airport deliveries utilize a very small and disorganized space. A separate remote loading dock building is recommended to adequately accommodate the existing and future demands for all airport deliveries. This will also free up space

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER Informational only, referred to May 16, 2019 Joint Board for further action

13. **PORT AUTHORITY ACTION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

under Concourse D needed for future concessions storage and other airport operational needs.

- Lower level area design – The lower levels of Concourses B and D currently house the airport loading dock, airport concessions storage and food prep, TSA storage and offices, the airport ID office, airport police, and other areas critical to airport operations. With the relocation of the loading dock operation, and the reduction in space for the FIS, the reallocation and redesign of this space is needed.
- Mezzanine office revisions - The existing main central elevator core that currently provides 4-floor emergency ingress/egress (located adjacent to the Concourse C security check point entrance) must be relocated. This relocation impacts portions of the LCPA mezzanine area. Therefore, the LCPA mezzanine offices impacted by the new elevator core need to be revised, as well as some additional interior office relocations and expansions. This work will provide additional mezzanine conference rooms (used by all airport tenants), add security protocols to the mezzanine level (i.e., CCTV, ID pass doors, etc.), provide a minimum standard office size, and expand some offices to handle small meetings to reduce large conference room use.
- Replacement of central elevators – The current elevators that access the mezzanine level are in poor condition. Therefore, this contract will design the elevator replacement.
- Other design items not included in the original scope of work (i.e., new chilled water line, etc.).

For these additional services, Atkins' fees are \$1,508,187.39, with the remaining \$468,358 being subcontracted services, of which \$297,076 (15%) being subcontracted services with W/MBE firms. LCPA staff plan to use a combination of state grant funds, Passenger Facility Charge revenues, and other airport revenues to pay for the design and construction of this project.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by Florida Department of Transportation, and Federal Aviation Administration, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:
Contract Amendment

CA No. 23

Vendor No. 390187

Contract No. 7548

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 16-19 Design Services Southwest Florida International Airport
Terminal Expansion
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Terminal Expansion – Additional Design Services

(1) **Reasons for Amendment:**

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

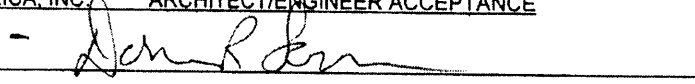
- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

ATKINS NORTH AMERICA, INC. ARCHITECT/ENGINEER ACCEPTANCE

Darin Larson



FDOT: _____
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Concept Refinement	\$ 598,445.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,445.30	598,445.30	\$ -	\$ -
2	Checkpoint Expansion Study	\$ -	\$ -	\$ -	\$ -	\$ 90,540.25	\$ -	\$ -	\$ 90,540.25	90,540.25	\$ -	\$ -
3	Concessions Impact Analysis	\$ -	\$ -	\$ -	\$ -	\$ 93,147.50	\$ -	\$ -	\$ 93,147.50	93,147.50	\$ -	\$ -
4	Terminal Gate Parking Analysis	\$ -	\$ -	\$ -	\$ -	\$ 11,875.00	\$ -	\$ -	\$ 11,875.00	11,875.00	\$ -	\$ -
5	Checkpoint Expansion Concept	\$ -	\$ -	\$ -	\$ -	\$ 77,071.75	\$ -	\$ -	\$ 77,071.75	77,071.75	\$ -	\$ -
6	Vibration Monitor BHS Floor System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,275.00	\$ -	\$ 25,275.00	25,275.00	\$ -	\$ -
7	Design Services	\$ 8,996,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,996,630.00	8,676,549.00	\$ 320,081.00	\$ -
8	Passenger Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,817.21	\$ -	\$ 96,817.21	96,817.21	\$ -	\$ -
9	Market Insight Analysis/Reporting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,355.00	\$ -	\$ 77,355.00	77,355.00	\$ -	\$ -
10	Oversized Baggage Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,627.20	\$ -	\$ 24,627.20	24,627.20	\$ -	\$ -
11	Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,951.40	\$ 12,951.40	12,951.40	\$ -	\$ -
12	Concessions Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,624.20	\$ 84,624.20	84,624.20	\$ -	\$ -
13	Concourse C Sound Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,779.50	\$ 34,779.50	34,779.50	\$ -	\$ -
14	Wayfinding Signage Terminal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,647.00	\$ 57,647.00	57,647.00	\$ -	\$ -
15	AirComm Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,940.13	\$ 90,940.13	90,940.13	\$ -	\$ -
16	Oversized Baggage System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,319.05	\$ 92,319.05	92,319.05	\$ -	\$ -
17	U.S. Customs/Border Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,545.10	\$ 93,545.10	93,545.10	\$ -	\$ -
18	Temporary TSA Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,132.25	\$ 51,132.25	51,132.25	\$ -	\$ -
19	Remote Loading Dock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,555.75	\$ 89,555.75	89,555.75	\$ -	\$ -
20	Gate B1A, Loading Dock Field Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,986.24	\$ 99,986.24	99,986.24	\$ -	\$ -
21	Additional Design Services	\$ -	\$ -	\$ -	\$ 1,976,545.39	\$ -	\$ -	\$ -	\$ 1,976,545.39	-	\$ 1,976,545.39	\$ -
CONTRACT TOTALS		\$ 9,595,075.30	\$ -	\$ -	\$ 1,976,545.39	\$ 272,634.50	\$ 224,074.41	\$ 707,480.62	\$ 12,775,810.22	\$ 10,379,197.59	\$ 2,396,612.63	\$ -

Task 21 – RSW Terminal Expansion – Additional Design Services

I. OBJECTIVE

The Lee County Port Authority (“LCPA”) has requested Atkins (“CONSULTANT”) to provide additional professional design services for the expansion and improvements of the existing terminal and concourses and associated improvements at Southwest Florida International Airport (RSW).

II. SCOPE OF SERVICES

1.0 Gate B1A Area Revision Design Services

Included in the original scope of work was to enlarge the departures level area over existing roof east of the Concourse B security checkpoint. This area was originally identified to include finished space for a new international lounge, toilets, and shell concessions space. Subsequent analysis, including multiple design layouts, now envisions the use of this space as a non-airline specific new gate with podium, domestic and international hold rooms, third-party operated business lounge, sterile corridor, and concessions expansions. This work includes coordination with installation of a new passenger boarding bridge under another Task. This new work involves demolition, reworking, and new interior construction including architectural, interiors, mechanical, electrical, plumbing, fire protections, security, and communications systems, for this new gate area.

The civil design related to Gate B1A includes demolition of various elements adjacent to Concourse B, apron expansion, airfield electrical design, aircraft fueling design, and landscaping for this new gate area. The following sheets will be included in the civil design of Gate B1A:

- Construction Phasing and Safety Plan(s)
- Clearing and Grubbing / Demolition Plan(s)
- Typical Pavement Sections
- Horizontal Geometry Plan(s)
- Grading and Drainage Plan(s)
- Drainage Structure Data
- Drainage Details
- Erosion Control Plan(s)
- Pavement Marking Plan(s)
- Airfield Electrical Plan(s) and Details
- Airfield Fencing Plan(s) and Details
- Utility Layout Plan(s)
- Utility Details
- Aircraft Fueling Layout and Details
- Landscaping Plans and Details
- CMU Wall Structural Plans and Details for Covered Parking Area (Canopy Design included in Original Design Scope)

- Development Order Review Process

2.0 Mezzanine Renovation Design Services

This new work involves approximately 5,500 s.f. of office area at the third floor (mezzanine) of the Southwest Florida International Airport, including demolition and new interior construction including architectural, mechanical, electrical, plumbing, fire protection, security, communications systems, audio/visual displays, interior finishes, soundproofing, new sidelights and doors.

This task does not include the areas associated with the removal of the existing stair C1 and elevator C1 and the work associated with the new stair and elevator which is included under another task.

Due to operational and construction phasing requirements, the mezzanine level office renovations will be sequenced and contingent on the phasing of other portions of the Terminal Expansion project.

3.0 Chilled Water Line Design Services

Included in the original scope of work was extension of the existing main chilled water line piping to the new mechanical rooms. However, due to a change in the Florida Mechanical Code which reduced the pressure and subsequent flow rates, the design capacities of the existing main lines were greatly diminished. Additional lines are required to be designed to provide the same level of capacity prior to the code change.

These new lines will provide the necessary capacity for not only the terminal expansion project, but future head-house expansion.

This new work involves partial demolition and construction of mechanical systems.

Due to operational and construction phasing requirements, this work must be completed and operational, prior to start of the terminal expansion work.

4.0 Administrative Elevator Replacement Design Services

Included in the original scope of work was the removal of the existing administration elevators, these run from the departures level up to the mezzanine level. These elevators would be replaced by the new central elevator. Subsequent design analysis now envisions retaining these elevators and creating a larger new lobby entered from ticketing. Due to their age, maintenance issues, and now required relocation of their hydraulic machine room, it was determined to replace the cabs and internal workings of these elevators with new modern machine-room-less equipment and cabs.

This new work involves demolition, reworking, and new interior construction including architectural, interiors, electrical, security, and communications systems, for these elevator replacements.

5.0 Concessions Storage/Prep Space Expansion, ID Office Relocation, APD Expansion, and Re-development of Existing Loading Dock and APD Parking Area

Included in the original scope of work was to partially remodel the existing loading dock area to support the expanded concessions program. This area was identified to include shelled space for a new commissary and shell concessions storage space. Subsequent departmental requests now envision the use of this space to include an expansion of locker rooms, a new conference room, new wellness center, additional general storage, vehicle sally port, interview room, holding cell, processing space and property inventory room for APD, along with covered parking and a vehicle exit with control gate onto the arrival levels roadway.

This change in program forced the relocation and expansion of the existing badging office, creation of an additional commissary and storage, and relocation of TSA's existing Ops center and conference room to the apron level of Concourse B from reclaimed FIS/CBP space. This work includes coordination with installation of a new passenger boarding bridge under another Task.

This new building work involves demolition, reworking, and new interior construction including architectural, interiors, mechanical, electrical, plumbing, fire protections, security, and communications systems, for these new areas.

The civil design work involves demolition of portions of the existing pavement, new parking lot pavement, and associated site improvements. The following civil drawings will be included in the final construction documents:

- i. Boring Locations Plans
- ii. Erosion Control Plans and Details
- iii. Stormwater Pollution and Prevention Plan
- iv. Demolition Plans
- v. Survey Control Plans
- vi. Paving and Geometry Plans
- vii. Typical Sections and Paving Details
- viii. Grading Plans
- ix. Pavement Marking & Signing Plans and Details
- x. Parking Lot Canopy Plans and Details
- xi. Landscape and Irrigation Plans and Details

6.0 Customs and Border Protection Facility Design Services

This work involves the Design Development, Construction Documents, and Permitting and Bidding Services for the Customs and Border Protection (CBP) area located on the apron level in Concourse B. The general intent of the CBP is to upgrade their operations from an old

standard, where baggage is processed separately from Immigrations to a new Baggage-First Processing (BFP) where the baggage and passport control is processed at the same time per current TSA standards. The proposed new CBP layout will consist of approximately 35,875 square-feet.

Building/Space Features

A. Exterior Features:

1. Window, door, louver, and other openings locations.
2. Enclosure of the existing Baggage Make-up Area.
3. New Baggage Make-up Area, bag belt, and canopy.

B. Interior Features: Offices, process/workrooms, and associated spaces for:

1. Primary Processing and Inspection
2. Unified Secondary Processing and Inspection
3. Detention Suite
4. In-Transit Lounge (Excludes potential relocation planning)
5. Agricultural Inspection and Lab Spaces
6. Canine Enforcement Spaces and Kennels
7. Operational Support Spaces
8. Staff Support Spaces
9. General Aviation Facility (GAF)/Support
10. Relocation of TSA Training rooms
11. Baggage Claim Area including Carousel Layout
12. Reworked existing toilets
13. Reworked Mechanical, Plumbing, Electrical, Fire Protection, IT, and Security systems
14. Reworked existing Structural system
15. Reuse of existing furniture, no new furniture selections
16. Space acquired from renovation shelled-out for future/alternate use

The Consultant shall perform design services consisting of Design Development, Construction Documents and Permitting and Bidding Services. This proposal for Basic Architectural and Engineering Services includes a full set of Construction Permit Documents. Including the following disciplines:

- A. Architecture and Interior Finish Selections
- B. Structural Engineering
- C. Mechanical Engineering
- D. Plumbing Engineering
- E. Electrical Engineering
- F. Fire Protection Engineering

Design Development

Based upon the approved Schematic Design, CONSULTANT will produce Design Development drawings and draft preliminary specifications to further define the proposed size and architectural character of the Project, including definition of materials, levels of finish,

structural systems, mechanical and electrical systems, layout and design. Drawings will be developed in sufficient detail to convey the design intent and functional layout of the Customs and Border Protection area related to this Project.

- A. Proposed Design Schedule for Work in this scope including milestones for deliverables, review periods and scheduled completion.
- B. Design Submittal Definition, including a detailed listing of the documentation to be developed as described in this scope and deliverable at the conclusion of this scope.
- C. Modify the exterior elevations incorporating comments by the LCPA and CBP.
- D. Modify the site schematic plan incorporating comments by the LCPA and CBP.
- E. Review Final Design Development Floor Plan with the LCPA and CBP.
- F. Adjust construction budget with assistance from CM-GC.
- G. Adjust construction schedule with assistance from CM-GC.
- H. Building Code Review: Update of code-related concerns and issues. Includes interpretations pending and accepted by AHJ.
- I. Design Development Documents
 - a. Floor plan
 - b. Reflected Ceiling plan
 - c. System design drawings and outline specifications, to include architectural, structural, mechanical, electrical, communications, security, fire protection and any special systems
 - d. Building elevations as required, typical building cross-sections, wall sections, and enlarged section details
 - e. Finish and door schedules
 - f. Interior and Exterior Materials/ Finish Boards
 - g. Structural drawings
 - h. Mechanical drawings
 - i. Calculations for mechanical system capacity
 - j. Draft energy modeling as required by the local AHJ or governing codes
 - k. Electrical equipment layouts. Electrical room plans and elevations
 - l. Utilities - for existing, new and relocated utilities as required
 - m. Lighting plans, diagrams, and cut sheets of proposed fixtures and controls system
 - n. Draft outline specifications, with level of detail commensurate with the development stage of the design

Construction Documents

Based upon the approval of the Design Development Documents CONSULTANT will produce Construction Documents drawings and specifications for the project elements as described above. The Construction Documents phase is intended to provide complete technical drawings in sufficient detail to bid and construct the proposed construction. Division 00 sections of the project manual shall be provided by the LCPA. CONSULTANT will coordinate with CM-GC in the development of Division 01 specifications.

- A. Complete architectural, structural, mechanical, plumbing, electrical and fire protection engineering drawings and project manual/specifications to define the work, phasing and temporary conditions.
- B. Coordination of vendor required support from building services (power, water, conduit)
- C. Construction Documents
 - a. General Documents
 - i. Coversheet
 - ii. Location and Site Map
 - iii. Index of Drawings
 - iv. Building Code Summary
 - v. Life Safety Drawings
 - b. Architecture Documents
 - i. Site Layout Plans
 - ii. Overall Plans
 - iii. Floor Plans
 - iv. Enlarged Plans
 - v. Reflected Ceiling Plans
 - vi. Interior Elevations
 - vii. Building/Wall Sections/Details
 - viii. Building Schedules
 - c. Structural Documents
 - d. Mechanical Documents
 - e. Electrical Documents
 - f. Plumbing Documents
 - g. Fire Protection Documents
 - h. Communications and IT Documents
 - i. Security Documents
 - j. Specifications - All Disciplines

Bidding

- A. The CONSULTANT shall prepare the necessary sealed documentation, coordinate, and deliver documents to various permitting agencies.
- B. Meeting and documentation to secure the permits required for the project.
- C. Assist the CM-GC through response to prebid requests for information as submitted electronically by the CM-GC.
- D. Participation in a prebid meeting to be held by the CM-GC.
- E. Issuance of addendum prior to receipt of bids, as required to clarify or modify the construction documents as may be necessary.

Assist the LCPA in the review of the bid pricing by the CM-GC to become familiar with the proposed subcontractor's pricing and reconcile the Project Total Cost with respect to previous reconciled cost estimate.

7.0 Remote Loading Dock Design Services

Scope of Work consists of Schematic Design, Design Development, Construction Documents and Permitting and Bidding for a new Remote Loading Dock facility located west of the existing terminal building at Southwest Florida International Airport (RSW). The facility will include a pre-engineered metal building (PEMB) with 12,000 square-foot climate-controlled space that will house dock function administrative spaces, cold storage (cooler and freezer), dry storage, future screening equipment and 8 docking spaces on both landside and airside of the building.

Spatial Program Development

Site Features

- A. General features:
 - 1. AOA security fencing
 - 2. Monument sign for building identification
 - 3. Secure access driveway, connecting airside to landside
 - 4. Emergency generator
 - 5. Trash corral for four (5) dumpsters and one (1) compactor
 - 6. Recycle areas for cardboard, plastic and glass
 - 7. Ten (10) parking spaces for dock employees

Warehouse Building Features

- A. Pre-engineered metal building (PEMB):
 - 1. Size = 12,000 square feet, gross
 - 2. Elevated building (finished floor will be 4'-0" above finished grade)
 - 3. Eight loading dock bays on each side of the building
- B. Interior:
 - 1. Fully air-conditioned warehouse
 - 2. Designed for hand-operated pallet jacks (not designed for fork-lift trucks)
 - 3. Security wire mesh fence, full-height and full-length of building, with access gates
 - 4. Areas for: Returns, Grease Recycle and Storage, Secured Goods, Security Screening, Distribution and Electrical Charging Stations
 - 5. Cold Storage Cooler and Freezer, with 9' ceilings, with automatic doors
 - 6. Hydraulic dock levelers, recessed
 - 7. Overhead sectional door at each dock, electric operation
 - 8. Administration area: (Excluding furniture selection)
 - a. Reception
 - b. Public Rest Rooms
 - c. Janitor Closet
 - d. Two Offices
 - e. Conference Room
 - f. Employee Break Room
 - g. IDF Room
 - h. Copy/File Area

- i. Employee Lockers
- j. Women's Rest Room and Shower
- k. Men's Rest Room and Shower
- l. Electrical Room
- m. Mechanical Room
- n. Fire Pump Room

The design services will include Basic Architectural and Engineering Services including a full set of Construction Permit Documents. Including the following disciplines:

- A. Architecture and Interior Finishes
- B. Structural Engineering
- C. Mechanical Engineering
- D. Plumbing Engineering
- E. Electrical Engineering
- F. Fire Protection Engineering
- G. Site Lighting
- H. Civil Engineering
- I. Landscape Architecture

Schematic Design

CONSULTANT will produce schematic drawings and outline specifications to identify the proposed materials, levels of finish, architectural character, structural systems, mechanical and electrical systems, and civil engineering limits to be utilized in developing the SD for the approved plan. Drawings will be developed in sufficient detail to convey a complete and functional layout of the remote loading dock facility. Documents shall include schematic results of any analysis/studies of various building systems.

- A. Develop the exterior elevations.
- B. Develop civil site schematic plan.
- C. Coordination with LCPA, Governing Officials and Vendors.
- D. Review Final Schematic Floor Plan with the LCPA.
- E. Adjust construction budget with assistance from CM-GC.
- F. Adjust construction schedule with assistance from CM-GC.
- G. Meet with the authority having jurisdiction (local Building Department & Fire Marshal) to review design requirements including development order.

Design Development

Based upon the approved Schematic Design, CONSULTANT will produce Design Development drawings and draft preliminary specifications to further define the proposed size and architectural character of the Project, including definition of materials, levels of finish, structural systems, mechanical and electrical systems, and civil engineering airside/landside

limits, layout and design. Drawings will be developed in sufficient detail to convey the design intent and functional layout of the remote loading dock facility and airside pavement related to this Project.

- A. Proposed Design Schedule for Work in this scope including milestones for deliverables, review periods and scheduled completion.
- B. Design Submittal Definition, including a detailed listing of the documentation to be developed as described in this scope and deliverable at the conclusion of this scope.
- C. Modify the exterior elevations incorporating comments by the LCPA.
- D. Modify the civil site schematic plan incorporating comments by the LCPA.
- E. Review Final Design Development Floor Plan with the LCPA.
- F. Adjust construction budget with assistance from CM-GC.
- G. Adjust construction schedule with assistance from CM-GC.
- H. Building Code Review: Update of code-related concerns and issues. Includes interpretations pending and accepted by AHJ.
- I. Design Development Documents
 - a. Demolition plans
 - b. Geometry plans
 - c. Typical pavement sections
 - d. Grading and drainage plans
 - e. Fencing plans
 - f. Pavement marking and signage plans
 - g. Site Lighting Plans
 - h. Site utility plans, sections and profiles for existing, new and relocated utilities
 - i. Landscaping plans
 - j. Floor plan, reflected ceiling plan and roof plan.
 - k. System design drawings and outline specifications, to include civil, architectural, structural, mechanical, electrical, communications, security, fire protection, roof and any special systems
 - l. Building elevations of all faces, typical building cross-sections, wall sections, and enlarged section details
 - m. Finish and door schedules
 - n. Interior and Exterior Materials/ Finish Boards
 - o. Structural drawings
 - p. Mechanical drawings
 - q. Calculations for mechanical system capacity
 - r. Draft energy modeling as required by the local AHJ or governing codes
 - s. Electrical equipment layouts. Electrical room plans and elevations
 - t. Lighting plans, diagrams, and cut sheets of proposed fixtures and controls system
 - u. Draft outline specifications, with level of detail commensurate with the development stage of the design

Construction Documents

Based upon the approval of the Design Development Documents CONSULTANT will produce Construction Documents drawings and specifications for the project elements as described above. The Construction Documents phase is intended to provide complete technical drawings in sufficient detail to bid and construct the proposed construction. Division 00 sections of the project manual shall be provided by the LCPA. CONSULTANT will coordinate with CM-GC in the development of Division 01 specifications.

- A. Architectural, structural, mechanical, plumbing, electrical and fire protection engineering drawings and project manual/specifications to define the work, site phasing and temporary conditions
- B. Site Civil design
- C. Construction Documents
 - a. General Documents
 - i. Coversheet
 - ii. Location and Site Map
 - iii. Index of Drawings
 - iv. General Notes
 - v. Building Code Summary
 - vi. Life Safety Drawings
 - b. Civil Documents
 - i. Traffic Control and Phasing Plans
 - ii. Boring Locations Plans
 - iii. Erosion Control Plans and Details
 - iv. Stormwater Pollution and Prevention Plan
 - v. Demolition Plans
 - vi. Survey Control Plans
 - vii. Paving and Geometry Plans
 - viii. Typical Sections and Paving Details
 - ix. Grading and Drainage Plans – Drainage collection system to be connected to existing stormwater management system
 - x. Cross-sections and Drainage Details
 - xi. Pavement Marking and Signing Plans and Details
 - xii. Site Lighting Plans and Details
 - xiii. Utility Plans – Including:
 - 1. Water and Wastewater up to 5' from building
 - a. Water to connect to existing 10" main located along Service Road
 - b. Wastewater to connect to existing 6" service lateral cleanout at approximate station 819+50 of Service Road
 - 2. Irrigation water service connection up to including meter
 - 3. Irrigation, Gas and Electric designed by others shall be to be shown in Civil Utility plans for reference only
 - 4. Irrigation and Electrical sleeving
 - xiv. Utility Details

- xv. Landscape Plans and Details
- c. Architecture Documents
 - i. Site Layout Plans
 - ii. Overall Plans
 - iii. Floor Plans
 - iv. Roof Plans
 - v. Enlarged Plans
 - vi. Reflected Ceiling Plans
 - vii. Interior Elevations
 - viii. Building/Wall Sections/Details
 - ix. Building Schedules
- d. Structural Documents
- e. Mechanical Documents
- f. Electrical Documents
- g. Plumbing Documents
- h. Fire Protection Documents
- i. Communications and IT Documents
- j. Security Documents
- k. Specifications - All Disciplines

Bidding and Permitting

- A. The Consultant shall schedule and attend preapplication meetings or calls with the following permitting agencies to confirm requirements, processes and scheduling:
 - a. Lee County Building Department
 - b. Lee County Development Services Section
 - c. South Florida Water Management District
- B. The CONSULTANT shall prepare the necessary sealed documentation, coordinate, and deliver documents to various permitting agencies.
- C. Assist the CM-GC through response to prebid requests for information as submitted electronically by the CM-GC.
- D. Participation in a prebid meeting to be held by the CM-GC.
- E. Issuance of addendum prior to receipt of bids, as required to clarify or modify the construction documents as may be necessary.
- F. Assist the LCPA in the review of the bid pricing by the CM-GC to become familiar with the proposed sub-contractor's pricings and reconcile the Project Total Cost with respect to previous reconciled cost estimate.

III. BASIC SERVICES

The Consultant shall, starting with Design Development, complete design, bidding, and permitting services for affected design disciplines for the expansion of the terminal. All associated drawings and specifications for this additional work will be included in the design documents for the overall expansion project. Consultant shall update the cost estimate.

IV. DELIVERABLES

1.0 I.1.0 – I.5.0 Scope of Services

Starting with Design Development Deliverables, follow the current Terminal Expansion Project deliverable requirements.

2.0 I.6.0 Scope of Services

The following deliverables are included with this scope of work:

- Design Development Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Construction Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically

3.0 I.7.0 Scope of Services

The following deliverables are included with this scope of work:

- Schematic Design Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Design Development Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Construction Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Issued for Bid (IFB) Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically

V. SCHEDULE

1.0 I.1.0 through I.5.0 Scope of Services

Starting with Design Development, these design services will follow the current Terminal Expansion Project schedule for all remaining phases.

2.0 I.6.0 Scope of Services

From official Notice to Proceed, including reviews:

Design Development	60 days
Construction Documents	120 days
Bidding & Permitting	75 days
Total Days:	255 days

3.0 I.7.0 Scope of Services

From official Notice to Proceed, including reviews:

Schematic Design	60 days
Design Development	90 days
Construction Documents	120 days
Bidding and Permitting	75 days
Total Days	345 days

VI. FEES

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for trips, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

I.1.0 Gate B1A Area Revision Design Services	\$ 121,452.09
I.2.0 Mezzanine Renovation Design Services	\$ 94,964.50
I.3.0 Chilled Water Line Design Services	\$ 65,590.50
I.4.0 Administrative Elevator Replacement Design Services	\$ 8,211.00
I.5.0 Concessions Storage/Prep Space Expansion, ID Office Relocation, APD Expansion, and Re-development of Existing Loading Dock and APD Parking Area	\$ 373,178.00
I.6.0 Customs and Border Protection Facility Design Services	\$ 646,944.20
I.7.0 Remote Loading Dock Design Services	<u>\$ 666,205.10</u>

Task Total Lump Sum **\$1,976,545.39**

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 431368-1-94-01) in the amount of \$340,000 from the Florida Department of Transportation for the Rehabilitation of Runways, Associated Taxiways and Aprons at Page Field.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Amends the current grant to add \$340,000 of state funding for the rehabilitation of the runways, taxiways and aprons at Page Field (completed last year).</p> | <p>5. CATEGORY: 14.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 4/16/2019</p> <p>7. BoPC MEETING DATE: 5/16/2019</p> |
|--|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

As a result of continued coordination between the Port Authority and Florida Department of Transportation (FDOT) District One staff, a Supplemental Joint Participation Agreement (JPA) to the current JPA, Financial Project No. 431368-1-94-01, has been secured. This Supplemental JPA adds \$340,000 in state funds in FY2018/19 to reimburse the Port Authority for prior eligible construction costs associated with the Rehabilitation of Runway 13-31 project. This brings FDOT's participation to date to \$8,318,027.

Attachments:
Resolution
Supplemental Joint Participation Agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER <input checked="" type="checkbox"/> Informational only, referred to May 16, 2019 Joint Board for further action</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

RESOLUTION
FOR
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Supplemental Joint Participation Agreement (JPA) Financial Project No. 431368-1-94-01 with the Florida Department of Transportation (FDOT).

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Supplemental JPA Financial Project No. 431368-1-94-01 is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Supplemental JPA Financial Project No. 431368-1-94-01 with the Florida Department of Transportation.

The foregoing Resolution was offered by Commissioner _____ who motioned for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

John E. Manning
Vacant
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2019.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number Five

Financial Project No(s): 431368-1-94-01 (item-segment-phase-sequence) Contract No.: AR357	Fund: 010 Function: 215 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Category: 088719 Object Code: 750004 Org. Code: 55012020129 Vendor No.: F650717520004
Catalog of Federal Domestic Assistance Number: N/A CFDA Title: N/A		Catalog of State Financial Assistance Number: 55.004 CSFA Title: Aviation Development Grants

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Lee County Port Authority 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 28th day of June 2013 entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$8,318,027.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description:

There are no changes to the original project description, or if subsequently amended, to the last amended project description.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/ decreased by \$-731,250.00
bringing the revised total cost of the project to \$30,616,941.00

Paragraph 4.00 of said Agreement is increased/ decreased by \$340,000.00
bringing the Department's revised total cost of the project to \$8,318,027.00

3.00 Amended Exhibits:

Exhibit(s) B and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement Is not amended.

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s)

431368-1-94-01

Contract No. AR357

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 28th, 2013 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

Lee County Port Authority

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

*4/3/13
JAW*

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

John M. Kubler, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Financial Project No(s)
 431368-1-94-01

Contract No. AR357

Agreement Date _____ , _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Port Authority
 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899

dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Add state funds in Fiscal Year 2019. Adjust state and local funds in accordance with the procedure for phased/multi-year airport projects. Project funding at an 80/20 state to local ratio.

I. Project Cost:	As Approved	As Amended	Net Change
	\$31,348,191.00	\$30,616,941.00	\$-731,250.00
Total Project Cost	\$31,348,191.00	\$30,616,941.00	\$-731,250.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$7,978,027.00	\$8,318,027.00	\$340,000.00
Agency:	\$4,015,194.00	\$2,943,944.00	\$-1,071,250.00
Federal:	\$19,354,970.00	\$19,354,970.00	\$0.00
Total Project Cost	\$31,348,191.00	\$30,616,941.00	\$-731,250.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2013	\$13,200.00	FY
FY	2015	\$95,611.00	FY
FY	2017	\$1,720,705.00	FY
FY	2018	\$6,148,511.00	FY
FY	2019	\$340,000.00	FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Phased/Multi-year Airport Project: An Aviation Development Project already under a Joint Participation Agreement (JPA), where additional funding may be allocated or project funding shares revised by the Department in subsequent fiscal years or Work Program Development cycles up to the allowed maximum Department share for the final project cost.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) in the amount of \$1,375,766 from the Florida Department of Transportation for construction services associated with the Multi-use Aircraft Hangar and Ramp at Page Field (FMY).
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$1,375,766 of state funding for the FMY Multi-use Hangar and Ramp project.

5. **CATEGORY:** 15.
Consent Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 5/16/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As a result of continued coordination between the Port Authority and Florida Department of Transportation (FDOT) District One staff, a Supplemental Joint Participation Agreement (JPA) to the current JPA, Financial Project No. 441245-1-94-01, has been secured. This Supplemental JPA adds \$1,375,766 in state funds in FY2018/19 to be used towards eligible construction costs of the FMY Multi-use Hangar and Ramp project, as well as extends the grant expiration date. LCPA staff continues to work with FDOT to program additional funds to reduce the LCPA's costs associated with this project. This brings FDOT's participation to date to \$4,054,766.

Since this grant was secured after the April 16, 2019 ASMC Meeting and involves current fiscal year funds, FDOT requested that the grant be executed and returned as soon as possible. Therefore, this item was emailed to the ASMC members for their information, and was added to the Board agenda in order to meet the FDOT deadline request.

Attachments:

- Resolution
- Supplemental Joint Participation Agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

RESOLUTION
FOR
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Supplemental Joint Participation Agreement (JPA) Financial Project No. 441245-1-94-01 with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Supplemental JPA Financial Project No. 441245-1-94-01 is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Supplemental JPA Financial Project No. 441245-1-94-01 with the Florida Department of Transportation.

The foregoing Resolution was offered by Commissioner _____ who motioned for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

John E. Manning
Vacant
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2019.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number Two

Financial Project No(s): <u>441245-1-94-01</u> <small>(item-segment-phase-sequence)</small> Contract No.: <u>G0L93</u>	Fund: <u>DDR, DPTO</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F650717520004</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> CFDA Title: <u>N/A</u>		Catalog of State Financial Assistance Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Programs</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Lee County Port Authority 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 27th day of June 2017 entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$4,054,766.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description:

There are no changes to the original project description, or if subsequently amended, to the last amended project description.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/ decreased by \$0.00
bringing the revised total cost of the project to \$7,400,000.00

Paragraph 4.00 of said Agreement is increased/ decreased by \$1,375,766.00
bringing the Department's revised total cost of the project to \$4,054,766.00

3.00 Amended Exhibits:

Exhibit(s) B and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement December 31st, 2020

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s)

441245-1-94-01

Contract No. G0L93

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 27th, 2017 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

Lee County Port Authority

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

John M. Kubler, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Financial Project No(s)
 441245-1-94-01

Contract No. G0L93
 Agreement Date _____

ATTACHMENT "A"
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This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Port Authority
 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899

dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Increase Department participation and reduce Agency participation in accordance with the procedure for phased/multi-year airport projects.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$7,400,000.00	\$7,400,000.00	\$0.00
	Total Project Cost	\$7,400,000.00	\$7,400,000.00	\$0.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$2,679,000.00	\$4,054,766.00	\$1,375,766.00
	Agency:	\$4,721,000.00	\$3,345,234.00	\$-1,375,766.00
				\$0.00
	Total Project Cost	\$7,400,000.00	\$7,400,000.00	\$0.00

Comments:

Funding match ratio: 80% State, 20% Local

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2017	\$604,000.00	FY
FY	2019	\$3,450,766.00	FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Phased/Multi-year Airport Project: An Aviation Development Project already under a Joint Participation Agreement (JPA), where additional funding may be allocated or project funding shares revised by the Department in subsequent fiscal years or Work Program Development cycles up to the allowed maximum Department share for the final project cost.